

STATE OF COLORADO
Governor's Office of Information Technology
CONTRACT
With
Deloitte Consulting LLP

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1. PARTIES

This Contract ("Contract") is entered into by and between Deloitte Consulting LLP ("Contractor"), and the STATE OF COLORADO acting by and through the Governor's Office of Information Technology ("State" or "OIT"). Contractor and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee ("Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. **Authority, Appropriation and Approval**

Authority to enter into this Contract exists in CRS § 24-37.5-105 and funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies. The Contractor was selected in accordance with State law as a result of RFP EGBA 2017000051.

B. **Consideration**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. **Purpose**

The purpose of this Contract is to procure a system or systems which operate, maintain and enhance functionality of the Colorado Benefits Management System (CBMS), the Program Eligibility and Application Kit (PEAK), and related systems and applications as outlined in the statement of work.

D. **References**

All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. **Budget**

"Budget" means the budget for the Work described in this Contract and its Exhibits.

B. **Contract**

"Contract" means this Contract, its terms and conditions, attached Exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein.

C. **Contract Funds**

"Contract Funds" means funds available for payment by the State to Contractor pursuant to this Contract.

D. **Contract Term**

"Contract Term" means the Initial Term and the Renewal Term, if any, as provided in §5.

E. **Criminal Justice Information (CJI) Data**

"Criminal Justice Information (CJI) Data" means information collected by criminal justice agencies that is needed for the performance of their legally authorized, required function, which includes, but is not limited to, wanted person information; missing person information; unidentified person information; stolen property information; criminal history information; information compiled in the course of investigation of crimes that are known or believed on reasonable grounds to have occurred, including information on identifiable individuals; and information on identifiable individuals compiled in an effort to anticipate, prevent, or monitor possible criminal activity.

F. **Deliverable**

"Deliverable" means the Work Product or output to be provided to the State, that is produced and specifically identified as a "Deliverable" in the SOW as a result of Contractor's Work that is intended to be delivered to the State by Contractor. Examples of Deliverables include, but are not limited to, report(s), document(s), server upgrade(s), software license(s), and may be composed of multiple smaller deliverables.

G. **Evaluation**

"Evaluation" means the process of examining Contractor's Work and rating it based on criteria established in §6, this Contract, and its Exhibits.

H. Exhibits and Other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Statement of Work), **Attachment A.1** (Form of Deliverable Acceptance Form), **Exhibit B** (Form of Option Letter), **Exhibit C** (Form of Contractor Notification Statement), **Exhibit D** (Confidentiality of Taxpayer Information Certification), **Exhibit E** (HIPAA Business Associate Addendum), **Attachment E.1** (HIPAA BAA Attachment).

I. Federal Tax Information (FTI) Data

"Federal Tax Information (FTI) Data" means federal or state tax returns, return information, and such other tax-related information as are protected by State and federal revenue laws.

J. Fiscal Year

"Fiscal Year" means the State's fiscal year, which begins on July 1 of each calendar year and ends on June 30 of the following calendar year.

K. Force Majeure

"Force Majeure" means failures or delays in performance by a Party due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm, or other acts of God. Both Parties agree to use their best efforts to minimize the effects of such failures or delays.

L. Goods

"Goods" means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.

M. Health Insurance Portability and Accountability Act (HIPAA) Data

"Health Insurance Portability and Accountability Act (HIPAA) Data" means any information, whether oral or recorded in any form or medium, that (i) is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of any individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; and (iii) identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual. HIPAA Data includes, but is not necessarily limited to, protected health information as defined in 45 CFR § 160.103 and 45 CFR § 164.501.

N. Incident

"Incident" means an accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of State Information pursuant to CRS § 24-37.5-401 et seq. Incidents include, but are not limited to (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

O. Initial Term

"Initial Term" means the Initial Term of this Contract as provided in §5.A.

P. Party or Parties

"Party" means the State or Contractor and "Parties" means both the State and Contractor.

Q. Payment Card Information (PCI) Data

"Payment Card Information (PCI) Data" means any data related to card holders' names, credit card numbers, or other credit card information as may be protected by State and federal law.

R. Personally Identifiable Information (PII) Data

"Personally Identifiable Information (PII) Data" means information about an individual collected by the State or any other governmental entity that could reasonably be used to identify such individual as defined in CRS § 24-72-501(2) and includes, but is not limited to, any combination of (i) first and last name, (ii) first name or first initial and last name, (iii) residence or other physical address, (iv) electronic mail address, (v) telephone

number, (vi) birth date, (vii) credit card information, (viii) social security number, (ix) driver's license number, (x) identification card number, or (xi) any other information that identifies an individual personally.

S. Renewal Term

"Renewal Term" means the extension of the Initial Term pursuant to an Option Letter as provided in §5.C.

T. Review

"Review" means examining Contractor's Work to ensure that it is adequate, accurate, correct, and in accordance with the criteria established in §6, this Contract, and its Exhibits.

U. Services

"Services" means the required services to be performed by Contractor pursuant to this Contract.

V. State Confidential Information

"State Confidential Information" means all information, data, records, and documentary materials which are of a sensitive, non-public nature and belong to the State regardless of physical form or characteristics, including but not limited to any non-public State records, sensitive State data, protected State data, State personnel records, PII, FTI, PCI, and other information or data concerning individuals, which has been communicated, furnished, or disclosed by the State to Contractor. Notwithstanding the foregoing, State Confidential Information shall not include State Records.

W. State Controller

"State Controller" means the Colorado State Controller or authorized designee of the Colorado State Controller.

X. State Information

"State Information" means the combination of State Confidential Information and State Records.

Y. State Records

"State Records" means all information, data, records, and documentary materials which are not sensitive and belong to the State regardless of physical form or characteristics, including but not limited to any public State records, non-sensitive State data, and other information or data concerning individuals that is not State Confidential Information but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to the Colorado Open Records Act, CRS § 24-72-200.1, et seq.; (ii) is already known to Contractor without restrictions at the time of its disclosure by Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information. Notwithstanding the foregoing, State Records shall not include State Confidential Information.

Z. Subcontractor

"Subcontractor" means any third party engaged by Contractor to aid in performance of Contractor's obligations.

AA. Work

"Work" means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract and its Exhibits, including the performance of the Services and delivery of the Goods.

BB. Work Product

"Work Product" means the results of Contractor's Work, that are created for delivery to the State including, but not limited to, software, research, reports, studies, data, photographs, negatives, or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type.

5. TERM AND EARLY TERMINATION

A. Initial Term – Work Commencement

The Parties' respective performances under this Contract shall commence on 07/01/2017. This Contract shall terminate on 06/30/2021 unless sooner terminated or further extended as specified elsewhere herein.

B. Two (2) Month Extension

The State, at its sole discretion and upon written notice to Contractor as provided in §16, may unilaterally extend the Contract Term for a period not to exceed two (2) months if the Parties are negotiating a replacement contract (and not merely seeking a term extension) at or near the end of the Initial Term or any Renewal Term. The provisions of this Contract in effect when such notice is given, including, but not limited to, prices, rates, and delivery requirements, shall remain in effect during the two (2) month extension. The two (2) month extension shall immediately terminate when and if a replacement contract is approved and signed by the State Controller.

C. State's Option to Extend

The State may require continued performance of this Contract for up to eighteen (18) months each beyond the Initial Term at the same rates and same terms specified in the Contract. If the State exercises the options, it shall provide written notice to Contractor at least thirty (30) days prior to the end of the Initial Term or Renewal Term in form substantially equivalent to **Exhibit B**, specifying the length of the Renewal Term. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Contract. Any extension over and beyond the eighteen (18) month period would require approval of a sole source justification by the applicable state procurement authority and federal agencies. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

6. STATEMENT OF WORK

A. Completion

Contractor shall complete the Work and its other obligations as described in this Contract and its Exhibits on or before the termination date of the Contract set forth in §5.A. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Contract.

B. Goods and Services

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds available and shall not increase the maximum amount payable hereunder by the State. Contractor shall not enter into separate or individual contracts for the Goods and/or Services provided under this Contract with other State agencies during the term of this Contract without the express written consent of OIT.

C. Employees

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor's or Subcontractor's employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

7. PAYMENTS TO CONTRACTOR

The State shall, in accordance with the provisions of this §7, pay Contractor in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum Contract amount payable under this Contract to Contractor by the State is fifty-six million, three hundred one thousand, one hundred three dollars and ten cents (\$56,301,103.10), as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract set forth herein and in this Contract's Exhibits. The maximum amount payable by the State to Contractor during each State Fiscal Year of this Contract shall be:

Base Maintenance	Enhancements	**Total Amount Per Year**
\$9,267,814.57, in FY 2018	\$18,962,170.00, in FY 2018	\$28,229,984.57, in FY 2018
\$9,312,278.64, in FY 2019		
\$9,356,965.03 in FY 2020		
\$9,401,874.86 in FY 2021		

B. Payment

i. Advance, Interim, and Final Payments

Any advance payment allowed under this Contract or in any of its Exhibits shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such Exhibit. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State. Invoices shall be sent to Governor's Office of Information Technology, 601 E. 18th Avenue, Suite 180, Denver, CO, 80203. Attn: Accounting, or by email to <OIT_ap_invoices@state.co.us>.

ii. Interest

The State shall fully pay each invoice within forty-five (45) days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the State. Amounts not disputed in good faith in accordance with subsection (v) below and not paid by the State within forty-five (45) days shall bear interest on the unpaid balance beginning on the forty-sixth (46th) day at a rate not to exceed one percent (1%) per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute in accordance with subsection (v) below. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days' interest to be paid, and the interest rate.

iii. Available Funds – Contingency – Termination

The State is prohibited by law from making commitments beyond the term of the State's current Fiscal Year. Therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately upon written notice, in whole or in part, without further liability in accordance with the provisions hereof.

iv. Erroneous Payments

At the State's sole discretion to the extent permitted by law, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants, or agreements between the State and Contractor or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

v. Payment Disputes

If the State in good faith disputes any calculation, determination or amount of any changes invoiced hereunder, the State shall notify Contractor in writing of its dispute within 30 days following the State's receipt of the applicable invoice. Contractor will review the information presented by Contractor and may make changes to the invoice amount based on this review. The State shall pay all amounts not disputed in good faith under this subsection when due in accordance with subsection (ii), above. No amount subject to a good faith dispute under this subsection shall be due until after the dispute has been resolved.

C. Use of Funds

Contract Funds shall be used only for eligible costs identified herein and/or in the Budget.

8. REPORTING – NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §21, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to Contractor, upon expiration or sooner termination of this Contract, containing an Evaluation and Review of Contractor's performance and the final status of Contractor's obligations hereunder. In addition, Contractor shall comply with all reporting requirements, if any, set forth in this Contract and its Exhibits.

B. Litigation Reporting

Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Chief Information Officer of OIT.

C. Performance outside the State of Colorado and/or the United States

[Not applicable if Contract Funds include any federal funds] Following the Effective Date, Contractor shall provide written notice to the State, in accordance with §16 and in form substantially equivalent to Exhibit C, within twenty (20) days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this §8.C shall constitute a material breach of this Contract.

D. Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Contract.

E. Subcontracts

Contractor, with the consent of the State, may enter into one or more written subcontracts for the performance of Contractor's obligations under this Contract. Each subcontract shall comply with all applicable federal and state laws and provide that such subcontract shall be governed by the laws of the State of Colorado. Contractor shall notify the State immediately, in writing by certified mail, of any action or suit filed and prompt notice of any claim made against Contractor by any Subcontractor or vendor which in the reasonable opinion of Contractor may result in litigation related in any way to the Contract with the State. Contractor shall notify the State in writing, in accordance with §16 below, within ten (10) days of discovering that a Subcontractor has been served with any pleading in a legal action filed with a court or administrative agency which may affect such Subcontractor's ability to perform its obligations under a subcontract to perform Work hereunder.

9. CONTRACTOR RECORDS

A. Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records and documents, and other written materials, pertaining in any manner to the Work or to the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: (i) a period of three (3) years after the date this Contract expires or is sooner terminated, or (ii) final payment is made hereunder, or (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, copy, and/or transcribe Contractor's records related to this Contract during the Record Retention Period for a period of three (3) years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder, each to the extent required by law. The State reserves the right to inspect the Work at all reasonable times and places during the Contract Term, including any extensions or renewals.

If the Work fails to conform to the requirements of this Contract, the State may require Contractor to promptly bring the Work into conformity with Contract requirements at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

C. Monitoring

Contractor shall permit the State, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder. Unless otherwise specified in Exhibit A, such monitoring procedures shall not extend to Contractor's software, hardware (including laptops or other devices), workpapers or any access to Contractor information/computer systems.

D. Final Audit Report

If an audit is performed on Contractor's records for any fiscal year covering a portion of the Contract Term, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein. Contractor shall ensure the provisions of this paragraph apply to any subcontract related to performance under the Contract. Contractor shall, at Contractor's sole expense make good faith efforts to reconstruct any records not preserved or retained as required by this paragraph.

10. CONFIDENTIAL INFORMATION – STATE RECORDS

Contractor shall comply with and shall cause each of its Subcontractors and any other party performing Work under the Contract to comply with the provisions of this §10 if it becomes privy to State Information in connection with its performance.

A. Confidentiality

Contractor shall comply with all laws and regulations concerning confidentiality of State Confidential Information. Any request or demand by a third party for State Information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

B. Notification

Contractor shall provide its agents, employees, Subcontractors, and assigns who may come into contact with State Information with a written explanation of the confidentiality requirements herein, to which they are subject, before permitting them to access such State Information.

C. Use, Security, and Retention

State Information of any kind shall be stored, processed, or transferred only in or to facilities located within the United States, and shall not be distributed or sold to any third party, retained in any files or otherwise, or used by Contractor or its agents in any way, except in each case as authorized by this Contract, by law, or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Neither Contractor nor its Subcontractors shall have any rights to use or access any OIT or other State agency data or information, except as necessary to perform the Work hereunder or otherwise with the prior approval of the State.

D. Protection

Contractor is responsible for the protection and security of all State Information provided to it by the State. If Contractor provides physical or logical storage, processing or transmission of, or retains, stores, or is given, State Information, Contractor shall, and shall cause its Subcontractors to, (i) provide physical protection and logical separation for all such state information that meet or exceed industry standards and requirements as set forth in this Contract; (ii) maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (network), and annual security testing; (iii) comply with State and federal regulations and guidelines related to overall security, confidentiality, integrity, availability, and auditing; (iv) ensure that security is not compromised by unauthorized access to Contractor's computers,

program, software, databases, or other electronic environments; and (v) shall promptly report all Incidents to a representative of the Office of Information Security ("OIS"). Contractor shall provide the State with access, subject to Contractor's reasonable access security requirements, seven (7) days a week, twenty-four (24) hours a day, for the purpose of inspecting and monitoring access and use of State Information, maintaining State systems, and evaluating physical and logical security control effectiveness.

E. Compliance

Contractor shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. To the extent required by applicable law Contractor shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee on Contractor systems in which State Information has been stored, accessed, made available, or otherwise could have been accessed.

F. Background Checks

Contractor shall perform, and shall cause its Subcontractors to perform, in a form reasonably acceptable to the State, current background checks on all of its respective employees and agents performing services or having access to State Information provided under this Contract. A background check performed within thirty (30) days prior to the date such employee or agent begins performance or obtains access to State Information shall be deemed to be current.

G. Delivery and Support

The State, in its sole discretion, may securely deliver State Information directly to the facility where such data is used to perform the Work. State Information is not to be maintained or forwarded to or from any other facility or location except for the authorized and approved purposes of backup and disaster recovery purposes.

H. Incident Notice

If Contractor becomes aware of an Incident involving any State Information, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, if any. Unless Contractor can establish that Contractor or any of its Subcontractors is not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.

I. Incident Remediation

Contractor shall be responsible for determining the cause of an Incident, and for producing a remediation plan to reduce the risk of incurring a similar type of breach in the future. Contractor shall present its analysis and remediation plan to the State within ten (10) days of notifying the State of an Incident. The State reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the reasonable costs thereof.

J. Incident Liability

Disclosure of State Information by Contractor or any Subcontractor that results in an Incident may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall be liable to the State, for all claims, damages, liability, and court awards including costs, expenses, and reasonable attorney fees incurred as a result of any negligent act or omission or willful misconduct by Contractor, or its employees, agents, Subcontractors, or assignees in breach of this §10 that results in an Incident in an amount not to exceed the amounts paid under this Contract. Notwithstanding any other provision of this Contract, except for Contractor's liability under §21.F. Contractor shall not be liable to the State for any consequential and incident damages arising from an Incident caused by Contractor or its Subcontractors.

K. End-of-Agreement Data Handling

Subject to §10.C upon request by the State made before or within sixty (60) days after the effective date of termination of the Contract, Contractor will make available to the State a complete and secure (i.e. encrypted and appropriately authenticated) download file of all State Information, including, but not limited to, all data

, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments, as applicable in a format agreed by the Parties. Subject to §10.C, the Parties agree that on the termination of the provision of data processing services, Contractor shall, at the choice of the State, return all State Information provided by the State to Contractor, and the copies thereof, to the State, or Contractor shall destroy all such State Information and certify to the State that it has done so. If legislation or professional standards imposed upon Contractor prevents it from returning or destroying all or part of the State Information provided by the State to Contractor, Contractor warrants that it will maintain the confidentiality of all State Information provided by the State to Contractor and will not actively process such data anymore.

L. Disposition of Data

The State retains the right to use the established operational services to access and retrieve State Information stored on Contractor's infrastructure to the extent required to do so by applicable federal, State, or local law or regulation. To the extent required by applicable federal, State, or local law and regulation, Contractor and Subcontractor warrant that upon request of the State or of the supervisory authority, Contractor will submit its data processing facilities for an audit of the measures referred to in §10.D in accordance with §9.C. The State reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to the State's system data, State Information, and all related data and content.

M. Safeguarding PII Data

If Contractor or any of its Subcontractors receive PII Data under this Contract, Contractor shall provide for the security of such PII Data, including, as appropriate non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall take full responsibility for the security of all PII Data in its possession or in the possession of its Subcontractors.

N. Safeguarding FTI Data

If Contractor or any of its Subcontractors receive FTI Data under this Contract, Contractor shall provide for the security of the FTI Data in accordance with applicable State and federal law and the Confidentiality of Taxpayer Information Certification which is attached hereto and incorporated herein by this reference as **Exhibit D**. Security safeguards shall include, without limitation, supervision by responsible employees, approval of Subcontractors as required by State or federal law, non-disclosure of information other than as necessary in the performance of Contractor's or its Subcontractor's obligations under this Contract or as required by law, non-disclosure protections, proper accounting and storage of information, civil and criminal penalties for non-compliance as provided by law, and certifications, and inspections as required by law. Contractor shall comply with the requirements of IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies, revised and effective September 30, 2017, found at: <http://www.irs.gov/pub/irs-pdf/p1075.pdf> and incorporated herein by this reference.

O. Safeguarding PCI Data

If Contractor or any of its Subcontractors receive PCI Data under this Contract, Contractor shall provide for the security of the PCI Data, in accordance with PCI Data Security Standard (DSS) 1.1. Security safeguards shall include, without limitation, supervision by responsible employees, approval of Subcontractors as required by State or federal law, non-disclosure of information other than as necessary in the performance of Contractor's or Subcontractor's obligations under this Contract, non-disclosure protections, proper accounting and storage of information, civil and criminal penalties for non-compliance as provided by law, certifications, and inspections. The Parties agree that Contractor and its Subcontractors do not need to receive or store PCI Data in order to perform the Work hereunder

P. Safeguarding CJI Data

If Contractor or any of its Subcontractors receive CJI Data under this Contract, Contractor shall provide for the security of CJI Data in accordance with the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services (CJIS) Security Policy, Version 5.3, dated 8/4/2014, found online at: <http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center> and incorporated herein by this reference.

Q. Safeguarding HIPAA Data

If Contractor or any of its Subcontractors receive HIPAA Data under this Contract, Contractor shall provide for the security of the HIPAA Data in accordance with the provisions of the a mutually agreed HIPAA Business Associate Addendum, which shall be attached to and incorporated in this Contract by the Parties. .

R. Third Party Reports and Audits

Deloitte LLP ("Deloitte U.S.") has engaged a third party (the "Service Provider") to (i) apply procedures based upon a version of the BITS Financial Institution Shared Assessment Program Agreed Upon Procedures with respect to certain of Deloitte U.S.'s information technology controls and to prepare a report with respect thereto (the "BITS Report"), and (ii) conduct an examination in accordance with AT Section 101 of the Statement on Standards for Attestation Engagements to report on controls at a Service Organization relevant to security and availability, established by the American Institute of Certified Public Accountants (AICPA) ("AICPA Standards") and, subject to AICPA Standards, prepare a Type 2 service organization controls report with respect thereto (the "SOC 2 Report"). Upon written request, Contractor shall promptly provide the State with one copy of (i) the BITS Report, provided that the State executes any documentation required by the Service Provider to become a specified user of the BITS Report, (ii) the SOC 2 Report, or (iii) a report prepared by a third party that is designed to provide similar information as such reports. The State shall not disclose such report, or refer to such report in any communication, to any person or entity other than the State. In the event that the State has any questions regarding such report, Contractor shall make appropriate personnel reasonably available to discuss the contents thereof.

11. CONFLICTS OF INTEREST

Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance of a conflict of interest exists, or if Contractor is uncertain as to such, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

12. REPRESENTATIONS AND WARRANTIES

Contractor makes the following specific representations and warranties for the benefit of the State on the date hereof, each of which was relied upon and will be relied upon by the State in entering into this Contract.

A. Standard and Manner of Performance

Contractor shall perform its obligations hereunder in accordance with the standards of care, skill, and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract.

B. Legal Authority – Contractor Signatory

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, to lawfully authorize its undersigned signatory to execute this Contract or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within fifteen (15) days of receiving such request.

C. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal, or non-

renewal of licenses, certifications, approvals, insurance, permits, or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is material breach by Contractor and constitutes grounds for termination of this Contract.

13. INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the Contract Term. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

A. Contractor

i. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

ii. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in §13.B with respect to Subcontractors that are not "public entities."

B. Contractors – Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, products and completed operations, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Professional Liability

Contractor agrees to maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per claim and \$1,000,000 in the aggregate, that provides coverage for its work undertaken pursuant to this Contract. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this State Contract and for at least two (2) years beyond the completion and acceptance of the Work under this Contract, or, alternatively, a two (2) year extended reporting period must be purchased.

v. Cyber Privacy Liability

Contractor agrees to maintain Cyber Privacy Insurance for claims and losses with respect to network, internet (cloud) or other data disclosure risks (such as data breaches, releases of confidential information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Alternatively, Contractor agrees to increased minimum amounts for Contractor's Professional Liability policy of \$5,000,000 per claim and \$5,000,000 in the aggregate and include under such policy coverage for Cyber, Network Security and Privacy liability coverages.

vi. Additional Insured

The State shall be named as additional insured on all Commercial General Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor or any Subcontractors hereunder.

vii. Primacy of Coverage

Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

viii. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least thirty (30) days' prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §16 within seven (7) days of Contractor's receipt of such notice.

ix. Subrogation Waiver

All insurance policies in any way required by this Contract other than Professional Liability and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven (7) days of the Effective Date of this Contract. Prior to the expiration of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within ten (10) days of such request, supply to the State certificates showing insurance coverage required by the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely manner or in accordance with other requirements hereunder constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within thirty (30) days of receipt of written notice, or if a cure cannot be completed within thirty (30) days, or if cure of the breach has not begun within thirty (30) days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Contract following the notice and cure period set forth in §14.B. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of termination e, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work, Services, and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within the terms of this Contract. At the sole discretion of the State, where possible, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest. All materials owned by the State in the possession of Contractor shall be immediately returned to the State. Subject to §17, all Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property.

ii. Payments

The State shall pay Contractor for Services accepted in accordance with the terms of this Contract up to the date of termination. If, after termination by the State, it is determined that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Contract had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Contract by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services, or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by §15.A or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in §15. A.i.

iii. Payments

If this Contract is terminated by the State pursuant to this §15.B, Contractor shall be paid an amount which bears the same ratio to the total reimbursement under this Contract as Contractor's obligations that were performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may upon written notice exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the State and agreed by Contractor without entitling Contractor to any adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Contractor during the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

iii. Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interest.

iv. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret, or other intellectual property right while performing its obligations under this Contract, Contractor shall, after consultation with the State (a) obtain for the State or Contractor the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State. Contractor shall have no obligations under this §15.C.v to the extent any infringement arises from, or could have been avoided except for any of the reasons/exceptions set forth in §22.F.ii(i)-(v).

D. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.D(A) fails to resolve the dispute within 10 Business Days, Contractor may submit any dispute for resolution in accordance with the applicable provisions of §§24-109-101, 24-109-106, 24-109-107, and 24-109-201 through 24-109-206 C.R.S., (the "Resolution Statutes").

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's

principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Brenda Berlin, CFO
Governor's Office of Information Technology
601 East 18 th Avenue, Suite 130
Denver, CO 80203
OIT_Contracts@state.co.us

B. Contractor:

Sanjay Shah
Deloitte Consulting LLP
555 17 th Street
Suite 3600
Denver, CO 80202-3942
sashah@deloitte.com

17. RIGHTS IN DATA, DOCUMENTS, and COMPUTER SOFTWARE

A. State Materials

Except to the extent specifically provided elsewhere in this Contract, any State Information, pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product (following payment therefore and subject to Contractor's retained rights in and to any Contractor Property included therein) of any type, prepared by Contractor for the State in the performance of its obligations under this Contract shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Contractor upon completion or termination of this Contract. The State's exclusive rights in any Work Product prepared by Contractor shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause, or permit any State Materials to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

B. Contractor Materials

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, plus any modifications or enhancements thereto and derivative works based thereon, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor grants the State the right to use any Contractor Property included in any Work Product in connection with the State's use of the Work Product. Other Contractor Property if any shall be licensed to the State as set forth in a State approved license agreement: (i) entered into as exhibits to this Contract, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. TRANSITION OF SERVICES

Upon expiration or earlier termination of this Contract or any Services provided hereunder, Contractor shall accomplish a complete transition of the Services from Contractor to the State or any replacement provider

designated solely by the State without any interruption of or adverse impact on the Services or any other services provided by third parties hereunder. Contractor shall cooperate fully with the State or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services hereunder.

19. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act, CRS § 24-10-101, et seq., and the risk management statutes, CRS § 24-30-1501, et seq., as amended.

20. STATEWIDE CONTRACT MANAGEMENT SYSTEM

A. Application

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §20 applies.

B. Agreement

Contractor agrees to be governed, and to abide, by the provisions of CRS §§ 24-102-205, 24-102-206, 24-103-601, 24-103.5-101 and 24-105-102 concerning the monitoring of vendor performance of State contracts and inclusion of contract performance information in a statewide contract management system.

C. Evaluation and Review

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, and State Fiscal Rules, Policies, and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to, quality, cost, and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review, and Rating shall be rendered within thirty (30) days of the end of the Contract Term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress. Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel & Administration, upon request by OIT, and upon showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review, and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS § 24-105-102(6)), or (b) under CRS § 24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§ 24-109-109, 107, 201, or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

D. Notification

i. Evaluation and Review

Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

ii. Rebuttal/Protest and Appeal

Contractor may contest the final Evaluation, Review, and Rating by filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS § 24-105-102(6)).

21. GENERAL PROVISIONS

A. Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned, or subcontracted without the prior written consent of the State. Any attempt at assignment, transfer, or

subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21.A, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successor, and assigns.

C. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limits its provisions.

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one (1) agreement.

E. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any effect whatsoever, unless embodied herein.

F. Indemnification

i. General

Contractor shall defend, indemnify, save, and hold harmless the State, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees attributable to third party claims for bodily injury, death or damage to tangible personal property to the extent incurred as the result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 USC § 2671 et seq., as applicable, as now or hereafter amended.

ii. Intellectual Property

Contractor shall indemnify, hold harmless, and defend, at Contractor's sole expense, the State and its employees and agents against any and all loss, cost, expenses, or liability, including but not limited to attorney fees, court costs, and other legal expenses and damages arising out of a third party claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligation hereunder shall not extend to the extent any such claim arises from our could have been avoided but for (i) the modification of any IP Deliverables other than by Contractor or its Subcontractors or the use thereof in a manner not contemplated by this Contract, (ii) the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates, (b) specified by Contractor to work with the IP Deliverables, (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function, or (d) is reasonably expected to be used in combination with the IP Deliverables (iii) the failure of the State to use any corrections or modifications made available by Contractor, so long as such corrections or modifications being made available by Contractor are provided at no additional cost or expense to the State, (iv) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the State, or (v) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the State.

iii. Indemnification Process

As a condition to the foregoing indemnity obligations, the State shall provide Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Contractor in connection with any such claim at Contractor's request. The State's failure to provide written notice promptly after the State becomes aware of the third-party claim shall not relieve Contractor of its indemnification obligations except to the extent, but only to the extent, the failure or delay is prejudicial. The State shall allow Contractor to control the defense and settlement of any such claim provided however that Contractor shall not settle any such claim without the State's prior written consent if such settlement would require the State to admit fault or wrongdoing, require payment in any manner by the State, or not be in the best interest of the State. The provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended. Notwithstanding anything to the contrary herein, at the State's sole option and in the State's sole discretion, the State may elect to have the Colorado State Attorney General ("AG") defend such claim provided Contractor shall have no liability for AG's or the State's attorney fees or costs of litigation incurred after such election is made, and the State or AG agrees not to settle any claim unless it unconditionally releases Contractor of all liability.

G. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS – TOOLS AND FORMS.

ii. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Contract shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Contract and its Exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Section 22 of this Contract (Colorado Special Provisions),**
- ii. The provisions of the main body of this Contract,**
- iii. Exhibit A – Statement of Work, and**
- iv. Other exhibits as applicable.**

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit attached hereto, any provision incorporated in any terms and conditions appearing on Contractor's or Subcontractor's website, any provision incorporated into any click-through or online agreements, or any provision incorporated into any other document or agreement between the Parties that (i) requires the State to indemnify Contractor or any other party, (ii) is in violation of State laws, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State, or (iii) is contrary to any of the provisions incorporated into §22 or the main body of this Contract.

J. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

K. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the applicable party.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§ 39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided, however, that certain political subdivisions (e.g. the City and County of Denver) may require payment of sales or use taxes even though the product is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

M. Third-Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS § 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, et seq.

P. Press Contacts/News Releases

Contractor shall not initiate any press and/or media contacts nor respond to press and/or media requests regarding this Contract and/or any related matters concerning the State without the prior written approval of the State representative listed in §16.

Q. Force Majeure

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure event. A Party that becomes aware of a Force Majeure event that will significantly delay performances shall notify the other Party promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure event. If a Force Majeure event occurs, the Parties shall execute an amendment in accordance with §21.H to extend the Contract for a time period that is reasonable under the circumstances and in accordance with State of Colorado Fiscal Rules and State of Colorado Controller Policies.

R. License or Use Audit Rights

Contractor shall have the right, at any time during and throughout the Contract Term, but not more than once (1) per Fiscal Year to request via written notice in accordance with §16 ("Audit Request") that the State certify its compliance with any applicable license or use restrictions and limitations ("Audit") contained in this Contract or its Exhibits. The State shall complete the Audit and provide certification of its compliance to Contractor ("Audit Certification") within one hundred twenty (120) days following the State's receipt of the Audit Request. If upon receipt of the State's Audit Certification, the Parties reasonably determine: (i) the State's use of licenses, use of software, use of programs, or any other use during the Audit period exceeded the use restrictions and limitations contained in this Contract or its Exhibits ("Overuse") and (ii) that the State would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), Contractor shall provide written notice in accordance with §16 to the State identifying any

Overuse or required Maintenance and request that the State brings its use into compliance with such use restrictions and limitations. Notwithstanding anything to the contrary in this Contract and its Exhibits, or incorporated as a part of Contractor's or any Subcontractor's website, click-through or online agreements, third-party agreements, or any other documents or agreements between the Parties, the State shall not be liable for the costs associated with any Overuse or Maintenance, regardless of whether the State may have been notified in advance of such costs.

S. Limitation of Liability and Indemnification Process

The Contractor, its subcontractors and their respective personnel shall not be liable to the State for any claims, liabilities, or expenses relating to this Contract, the SOW, or the Services under the SOW ("Claims") for an aggregate amount in excess of the greater of (i) fees paid by the State to Contractor during the twelve months immediately preceding the date on which the first claim accrued or (ii) Ten Million Dollars (\$10,000,000), except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of the Contractor, its subcontractors or their respective personnel. In no event shall the Contractor, its subcontractors or their respective personnel be liable to the State for any loss of use, goodwill, funding, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense (including, without limitation, lost funding, lost profits and opportunity costs), relating to this contract, the SOW, or the Services under the SOW. The provisions of this §21.S shall not apply to any Claim for which the Contractor has an obligation to indemnify the State or to any Claim for breach of §17, or from any claim arising from damage to tangible personal property, personal injury or death, to the extent caused by the act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract.

22. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Contracts except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS § 24-30-202(1).

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS § 24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 USC §§ 1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers' compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§ 24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§ 24-30-202(1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS § 24-30-202.4(3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS § 39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. CRS § 8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services, or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS § 8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the Subcontractor and the contracting State agency within three (3) days if Contractor has

actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education, or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS § 8-17.5-101 et seq., the contracting State agency, Institution of Higher Education, or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS § 24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS § 24-76.5-101 et seq., and (c) has produced one form of identification required by CRS § 24-76.5-103 prior to the effective date of this Contract.

SPs Effective 1/1/09



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23. SIGNATURE PAGE

Contract Routing Number 98342.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

<p>CONTRACTOR Deloitte Consulting LLP</p> <p>Sanjay Shah, Principal</p> <p>By:  _____ Sanjay Shah</p> <p>Date: <u>06/08/17</u></p>	<p>STATE OF COLORADO John W. Hickenlooper, GOVERNOR Governor's Office of Information Technology Suma Nallapati, Secretary of Technology and State Chief Information Officer</p> <p>By:  _____ Brenda Berlin, Deputy Chief Information Officer and Chief Financial Officer David A McCurdy Chief Technology Officer</p> <p>Date: <u>6/14/2017</u></p>
<p>2nd Contractor Signature If Needed Derek D'Andrea, Managing Director</p> <p>By: _____ Derek D'Andrea</p> <p>Date: _____</p>	<p>LEGAL REVIEW Cynthia Coffman, Attorney General</p> <p>By: _____ Signature – Senior Assistant Attorney General</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS § 24-30-202 requires the State Controller to approve all State contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.


<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By:  _____ State Controller Delegate</p> <p>Date: <u>06-27-17</u></p>
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EXHIBIT A – STATEMENT OF WORK

This **Exhibit A – Statement of Work (“SOW”)** is part of that certain contract, CMS # 98342 (“Contract”), by and between Deloitte Consulting LLP (“Contractor”) and the State of Colorado acting by and through the Governor’s Office of Information Technology (“State” or “OIT”). In the event of a conflict or inconsistency between the Contract and its exhibits and attachments, such conflict or inconsistency shall be resolved in the manner specified in §21.I (Order of Precedence) of the main body of the Contract. Any references to defined terms that are not specifically defined herein shall have the same meaning as those set forth in the Contract and its Exhibits. Each of the following specific sections of the State’s Request for Proposals EGBA 2017000051 (“RFP”) is incorporated into this Exhibit A to the extent referenced herein: 2.5; 2.6; 5.4; 5.5; 5.8; 6.1; 6.1.1; 6.2; 6.2.11; 6.4.1 paragraph L; 6.6; 6.7; 6.8; 6.9; 6.10; 6.11; 6.12; 6.23; and 6.25.

1. GENERAL DESCRIPTION

Contractor’s primary responsibilities will be to successfully transition and maintain ongoing system operations outlined in this SOW and meet State and federal rules and regulations. Operational integrity is critical for Coloradans to continue obtaining public assistance program benefits. Contractor must demonstrate the experience necessary to seamlessly transition these duties and avoid disruptions to services and benefits. Responsibilities for maintenance and operations of CBMS and PEAK must be successfully transitioned to Contractor by July 1, 2017. Contractor will be expected to support ongoing efforts to make CBMS more interoperable, configurable, and modular based on industry direction.

2. DEFINITIONS

The definitions set forth in this **Exhibit A** supplement the definitions set forth in §4 of the Contract and its associated Exhibits and attachments.

A. Project

“Project” means the Work and Services identified in this **Exhibit A**.

3. PROJECT SCOPE

This SOW documents the Services to be performed by Contractor, including the Deliverables, the costs of the Project, the responsibility of Each Party, and how a Project will generally be managed.

4. CONTRACTOR’S OBLIGATIONS

A. TRANSITION PHASE

This section describes the tasks that are planned for the Transition Phase in a partial/limited transition to the incumbent. The activities will include changes or modifications in operational procedures consistent with the contract and a potentially shortened transition period.

The responsibilities for the Transition Phase include the following tasks:

- Transition planning for CBMS, PEAK and their related services
- Take over activities
- Start of operations

1.1 Transition Professional Staffing Requirements:

The State has prior approval of key personnel, including anyone who reports to the Transition Manager position, which is described in further detail below. Where appropriate, the same person may be able to fill a position in different contract phases. The State expects many of the Transition Phase personnel to move into the Operations Phase.

Key Transition personnel, general responsibilities, and minimum qualifications, include:

1.1.1 Transition Manager:

This resource will be the primary point of contact with State staff for transition activities and for communications, including working with State staff and the Contractor’s system staff to coordinate system interface and set-up issues. The Transition Manager will also be the primary point of contact with the CBMS

Director and the CBMS Governance Manager for activities related to contract administration, project management and scheduling, correspondence between the State and Contractor, Contractor resources, and deliverable reviews during the Transition Phase. Responsibilities include the development of communication materials; the definition and design of all procedures, including, but not limited to, manual operations, development of job descriptions, hiring, and training of staff; and overseeing the transition and start-up in Denver. The Transition Manager shall not serve in any other key personnel position during this phase and must be a full-time employee of the Contractor and located in the Denver Metropolitan Area throughout the Transition period. Minimum qualifications include:

- A. At least 7 years of experience in project management and/or operations management.
- B. At least 7 years of experience with a government human services eligibility system.
- C. At least 5 years of supervisory experience.
- D. Successful experience in transitioning large-scale systems.

1.1.2 Transition Technical Manager:

The Transition Technical Manager is responsible for coordinating the knowledge transfer of technical information from the incumbent to the Contractor's staff. For example, the technical team will need to learn how to manage hardware, maintain and update the system, and run CBMS. The Transition Technical Manager will be responsible for relaying information to the team. Other responsibilities include being the primary point of contact for knowledge transfer activities as they relate to technical development and organizing Contractor activities for operations to ensure adequate training. The Transition Technical Manager initiates the conversion and transition of technical knowledge and also ensures that the technical workers understand both the system architecture and how to make appropriate changes when needed. Minimum qualifications include:

- A. At least 7 years of experience in server management, operating systems, database administration systems, capacity planning and monitoring, and technical management for a government human services eligibility system.
- B. At least 5 years of supervisory experience.
- C. Successful experience in server management and operations, operating systems, database administration systems, capacity planning and monitoring, and technical management of large scale systems.

Each person proposed for one of the Transition Phase key personnel positions must have qualifications and/or be able to demonstrate the experience cited. The State must approve any exceptions to the minimum qualifications.

1.2 Transition Activities

During the Transition Phase, the Contractor will prepare to take over all activities associated with the administration of CBMS, PEAK and their related services. The baseline system is defined as CBMS, PEAK and other related applications, including all system documentation and the source code required to continue system functionality and operations.

The State and the Contractor will work together during initial contract start-up to establish a schedule for completing all transition tasks required for operating CBMS, PEAK and other related applications. This schedule will be used by the Contractor in developing the detailed project work plan for the Transition Phase.

The Contractor will work with the State to define project management and reporting standards, establish communication protocols, and provide orientation on the Contractor's approach to the transition. In this transition planning task, the Contractor will submit a formal project work plan for approval. The project work plan will be used by the State as a tool to monitor the progress of all transition tasks. The Contractor must clearly define each task and subtasks and specify a completion milestone for each activity.

1.1.1 Contractor Responsibilities:

- A. Assign Key transition staff prior to the start of Transition activities.
- B. Develop and submit a Transition Plan to the State. The plan must include but may not be limited to:
 - (1) Proposed approach to transition

- (2) Outline of tasks and activities associated with transition
- (3) Schedule for transition
- (4) Transition Milestones, including:
 - (a) State approval of the:
 - (i) Transition Plan including Work Plan
 - (ii) Communications Management Plan
 - (iii) Project Management Methodology
 - (iv) Complete review of existing system documentation
- C. Develop and submit a Communications Management Plan for transition activities to the State for approval within 30 days of the contract start date. This plan should describe how the Contractor will communicate with the State and other entities, frequency of communication, and communication types.
- D. Submit documented Contractor background check criteria or guidelines for State review and approval.
- E. Submit status reports to the State Transition Manager and others to be determined, on the progress of tasks against the approved transition work plan to be concluded with a formal report on progress and compliance with Transition Phase exit criteria.
- F. Review and report on status of Transition Phase deliverables and exit criteria:
- G. Conduct status meetings with State Transition Manager or designee and other State staff.
- H. Inform State Transition Manager or designee of delays or setbacks to the critical path or project timeline by close of business on the day that any such issue or problem is identified.
- I. Participate with the State in problem identification and error resolution.
- J. Develop a dispute resolution process jointly with the State that describes, at a minimum, how business, technical, and process related issues will be communicated, handled, and resolved during the term of the contract. This will be a component of operational readiness.
- K. Conduct a review of the current systems and documentation, and clarify deficiencies as necessary. The baseline system is defined as CBMS, PEAK and their related applications and services, including all system documentation and source code required to continue system functionality and operations.
- L. Develop a Cyber Security Plan for the physical and system security for each of its facilities used in meeting the requirements of the contract which includes initial and ongoing training and awareness. This plan must describe how the Contractor will comply with State Cyber Security rules. This plan shall be submitted initially to the State within 45 calendar days after final execution of the contract.

1.1.2 Contractor Deliverables:

- Transition Plan including Schedule of activities
- Communications Management Plan
- Dispute Resolution Process
- System Documentation Review Results with identified deficiencies, if any
- Performance Measures

1.2 Performance Measures

Contractor performance will be monitored through review of deliverables and adherence to the Transition schedule. The Cyber Security Plan will be evaluated against OIT Security Policies and the requirements of the State Chief Information Security Officer with the expectation of no cyber security issues or inconsistencies.

1.3 Monitoring

Contractor Performance will be monitored through review of deliverables, compliance with approved processes

1.4 State Responsibilities:

- 1.4.1 Assign a State Transition Manager
- 1.4.2 Establish entrance and exit criteria for Transition.
- 1.4.3 Review and approve the Cyber Security Plan.

- 1.4.4 Review and approve a Transition Plan to facilitate transfer of operations to the Contractor.
- 1.4.5 Conduct a review of the Contractor's Transition Plan, including all tasks, milestones, deliverables, and activity-level schedules and staffing levels.
- 1.4.6 Review and approve or identify deficiencies in Contractor deliverables including the Communications Management Plan, Status Report template, PM and SDLC methodologies, Change Control Plan, Test Strategy, and documentation Review Results.
- 1.4.7 Clarify, at the Contractor's request, Colorado public and medical assistance programs policy, regulations, and procedures.
- 1.4.8 Review and approve the Facilities Plan, if required.
- 1.4.9 Review progress and compliance with Transition Phase entrance and exit criteria.
- 1.4.10 Work with the Contractor to develop a dispute resolution process.

2 OFFICE FACILITY

The Contractor will be responsible to establishing an office site within a 1-mile radius of the State Capitol to support management, administration and meeting space. The site must be established within 60 days of the contract award and must be approved by the State Office of Information Technology. All costs associated with the permanent site/office are the responsibility of the Contractor.

In addition, the Contractor will provide a work site for all staff, including State staff, necessary for the operation, maintenance and change activities set forth herein at a location close to public transportation outlets, including light rail and bus stations. The Contractor must ensure that the State has access to a minimum of 50 parking spaces within one quarter mile of the work site along with parking for the disabled, as required by law.

The requirements for the office site and work site (the facilities) are intended to be used throughout the life of the contract and any extensions/amendments and should be revised or updated as necessary to maintain an up-to-date framework for the facilities as well as roles and responsibilities. The facilities described below will house State and Contractor staff. The facilities will be considered State facilities with network connectivity to the State's common infrastructure. Any other contract activities needed to be performed at other locations will need to be approved in advance by the State.

2.1 Facility Requirements:

The office site for development, testing, maintenance and operations must be within a 10-mile radius of the Colorado State Capitol. The facilities must satisfy the following requirements:

- 1) A building and suite security badge access process should be established and coordinated by the Contractor to ensure only those authorized have access to the facilities/sites.
- 2) Physical security of the facilities established by the Contractor must be supplemented at a minimum through closed-circuit security cameras, with 24x7 recording capability, along with the capability to view all badges used for entries and timestamps for each entry.
- 3) The Contractor-provided receptionist or other Contractor-provided staff shall monitor physical security of the facilities during business hours by requiring all visitors to sign in, and shall record all visitors' names, dates, and times in the suite in the Visitor Log.
- 4) Any dedicated suites and workspaces should only be accessible to authorized staff. State and Contractor personnel should notify the receptionist or other assigned Contractor staff of any upcoming meetings requiring outside visitors to be permitted into the facilities.
- 5) The Contractor shall ensure that all dedicated facilities/suites established by the Contractor have cardkey locks for any doors that grant access to the facilities rather than using less secure combination locks to gain access to the office, as badge access reduces the need to routinely change the combinations on each door.
- 6) Access to the facilities should be issued by Contractor staff to permanent and temporary employees (both Contractor and State) upon assignment to the CBMS facilities and retrieved by Contractor staff upon termination or resignation.
- 7) The Contractor is required to manage/maintain the facilities access process and requirements for all state staff and Contractor staff, including for new hires, staff who are either terminated or separate from the State, or existing staff with lost or stolen badges.

- 8) A method for temporary access must be available for long-term visitors (for example auditors who must be located on site for several weeks).
- 9) The Contractor is required to provide a secure environment for Network, Server, and Phone System equipment, and a secure Server Room or Main Distribution Frame (MDF) should be provided at the same location.
 - A. This room shall provide standard environmental elements required to support the associated equipment, including dedicated High Voltage Air Conditioning – HVAC; uninterrupted Power Supply – UPS; raised floor; post racks for patch panels and Local Area Network Switches; and a multi-post to support installation of the OIT/CBMS file/Print/email server.
 - B. The room should also house the Contractor hosted Phone System as applicable.
 - C. In addition to hosting equipment necessary to support the facilities, the room may also be used to securely store project software media.
- 10) The Contractor must provide an off-site location for storage of production and development system backups.
- 11) In addition to the Server Room/MDF, the site, due to the size should also include an Intermediate Distribution Frame (IDF) location with locked network cabinets to house LAN switches for the facilities. This equipment is required to be protected by UPS power.
- 12) Access to the server room must be secured using a Cipher lock or similar secure access on the door(s).

2.1 Contractor Responsibilities:

- 2.1.1 Provide and maintain the lease for facilities for CBMS, PEAK and all related applications throughout the life of the contract completely at the Contractor's expense unless notified by the State.
- 2.1.2 Provide all furnishings, equipment, hardware, software, and network capabilities identified above. Contractor will be responsible for continual provision of all typical tenant-provided services including but not limited to utilities, HVAC, and other traditional facility operating expenses.
- 2.1.3 Maintain a break room/kitchen for each suite used by State and Contractor personnel, including supplies and cleaning services adequate to the number of staff in the suite.
- 2.1.4 Maintain conference room equipment in full function. In the event equipment malfunctions, Contractor will have backup equipment available until the conference room equipment can be restored to functionality, which should be no more than 5 business days.
- 2.1.5 Post daily conference room meeting schedules on the conference room doors each morning for that business day and update throughout the business day, as needed.
- 2.1.6 Provide secure shredder services at their own expense.
- 2.1.7 Provide recycle bins and services at their own expense.
- 2.1.8 Provision wireless connectivity in the facilities for the benefit of the State and other stakeholders.

2.2 Contractor Deliverables:

- 2.2.1 Initial facility plan for both the transition period and for the permanent facilities throughout the operational phase and for the duration of the contract.
- 2.2.2 Annual Facility Management and Operations Plan to be submitted by July 1 of each subsequent State Fiscal Year through the term of the contract.

2.3 Performance Measures:

- 2.3.1 The Contractor's performance will be measured based on the satisfactory provision and quality of facilities and furnishings required.

2.4 Monitoring:

Contractor Performance will be monitored through review of deliverables and compliance with approved processes. The State will provide a "facility change order" for any material deviations, enhancements, or additional facilities, and the Contractor shall have 30 days to respond with an approved amendment to the Annual Facilities Management plan or justification as to why the change order will not be fulfilled.

2.5 State Responsibilities:

- 2.5.1 The State will identify a lead contact for facility management to work with Contractor staff on facility issues.
- 2.5.2 The State will review and approve the Annual Facilities Management Plan and Operations Plan and Notify Contractor of deficiencies and items needing correction.

3 TELECOMMUNICATIONS MAINTENANCE – DATA, VOICE, IMAGES, COPIERS, PRINTERS, PLOTTERS, SCANNERS AND WIRELESS SERVICES

The State requires the Contractor to provide the following equipment, services, and functionality at the permanent facilities throughout the life of the contract at the Contractor's expense.

3.1 Contractor Responsibilities:

- 3.1.1 Provide a minimum of the following Telecommunications items during the life of the contract including maintenance services: Data, Voice, Images, Copiers, Printers, and Plotters. Specifics for the above items are listed below:
 - 3.1.1.1 Network printers/copiers scanner with a ratio of 1 per 20 staff.
 - 3.1.1.2 At least one color printer/copier with high quality output for every 50 staff.
 - 3.1.1.3 At least two facsimile machines (this capability can be included in the network printers/copiers).
 - 3.1.1.4 At least one drafting plotter printer with current technology that meet State standards.
- 3.1.2 VoIP Phone service for all staff cubicles, offices and conference rooms, including hands-free headsets for identified personnel. Additionally, the Contractor shall facilitate any State requested moves, adds and changes for Contractor maintained phone system at the Contractor's expense.
- 3.1.3 Wireless connectivity (Wi-Fi) should be provided for all suites in the facilities at the Contractor's expense, although the State will provide additional State-only Wi-Fi connectivity to allow State personnel to access the State network(s) via Wi-Fi (at the State's expense) for normal business operations.
- 3.1.4 Any special needs equipment for ergonomic or other purposes. (Note that for ergonomic items, the State typically works internally with Human Resources/Risk Management staff to do an assessment for ergonomic needs beyond simple immaterial items for State staff).
- 3.1.5 Each cubicle will require at least one data port, and each office requires at least two data ports. The Contractor shall ensure that the ports are available and the State will coordinate with State technical staff to facilitate and maintain connectivity as necessary.

3.2 Contractor Deliverables:

All items identified in this section must be included in the Contractor's initial facility plan and must be available at the facilities provided by the Contractor.

3.3 Performance Measures:

Required equipment and network/telecom functionality must be evaluated and approved by the State, and must be deployed and operational prior to occupancy by the State and Contractor staff.

3.4 Monitoring:

Contractor Performance will be monitored through review of deliverables and compliance with approved processes.

3.5 State Responsibilities:

- 3.5.1 The State will provide the Contractor with official "change orders" for any enhancements and/or changes to services or functionality provided under this section.
- 3.5.2 The State will coordinate with its own management and Human Resources staff as applicable for evaluation/assessment of any State ergonomic needs or concerns.

- 3.5.3 The State will coordinate with the Contractor and State Network and Telecomm staff to establish a hybrid or State phone solution if necessary for required ancillary functions specifically related to Tier 2 help desk and current or future call center functionality.
- 3.5.4 The State will install its own Wi-Fi network concurrent with the Wi-Fi access requirements to be provided by the Contractor at its own expense as outlined above.

4 OPERATIONAL READINESS OF THE CONTRACTOR:

The Contractor shall perform specific implementation and operations functions to ensure operational readiness. In preparation for operations, the Contractor will perform worksite file conversions, recruit and train operations staff, and conduct any necessary State staff training. The Contractor shall demonstrate the ability to modify or change the system functionality for CBMS, PEAK and all related components through a Trial Build as set forth in RFP Section 5.8.

4.1 Contractor Responsibilities:

- 4.1.1 Participate with the State in problem identification and error resolution as requested by the State.
- 4.1.2 Submit status reports electronically to the State Transition Manager and others to be determined, on the progress of tasks against the approved project work plan and a formal report on progress and compliance with Transition Phase entrance and exit criteria.
- 4.1.3 Revise the Transition Project Work Plan as necessary to provide current information regarding activities and dates. Submit revised plan for State approval.
- 4.1.4 Conduct status meetings with State Transition Manager(s) or designee and other State staff as requested.
- 4.1.5 Demonstrate that appropriate personnel are hired and trained to perform required system responsibilities.
- 4.1.6 Submit an updated staffing plan for the Operations Phase.
- 4.1.7 Conduct and participate in any necessary training sessions.
- 4.1.8 Conduct a formal readiness walk-through with the State, demonstrating that all functional areas are ready.

4.2 Contractor Deliverables:

- 4.2.1 Written Status Reports
- 4.2.2 Transition Phase Work Plan updates
- 4.2.3 Revised Operating Procedures
- 4.2.4 Updated staffing plan for operations

4.3 Performance Measures

Contractor's ability to demonstrate operational readiness will be the primary measure of performance including State approval of:

- 1) Revised Operating Procedures as needed.
- 2) Contractor operational readiness.
- 3) Operations Phase Staffing Plan.

4.4 Monitoring

Contractor Performance will be monitored through review of deliverables, compliance with approved processes and through the measurement of defects in code delivered to the State for testing.

4.5 State Responsibilities

- 4.5.1 Review and approve all deliverables submitted during the Transition Period.

5 START OF OPERATIONS:

When the State has verified the operational readiness of the Contractor to operate and maintain CBMS, PEAK and all related components, a date and time will be agreed upon by all parties for the termination of operations by the incumbent Contractor and the beginning of operations by the Contractor.

B. OPERATIONS AND MAINTENANCE PHASE

The Contractor will provide CBMS and PEAK programs a wide range of IT services and solutions. These IT services include, but are not limited to maintaining and enhancing CBMS, PEAK, and Mobile Applications. General IT services are also required because benefit systems are increasingly integrated within a broader IT architecture, requiring a system approach to their implementation and sound infrastructure for operation.

The Contractor shall furnish all materials, personnel, facilities, support and management necessary to provide the services and solutions as required. All required services must be provided within the Continental United States (CONUS). The Contractor will not access and/or perform work on the state's network from another country under any circumstances.

The Contractor must perform all functions necessary to operate CBMS, PEAK and all related applications. All CBMS, PEAK, Mobile Applications and website functions must be performed as directed by the State in compliance with Federal and State requirements, statutes, and regulations.

1.1 STAFFING

The Business days for the Contractor will be a minimum of Monday through Friday from 6:00 a.m. to 7:00 p.m. There are 10 State holidays each year when State offices are closed. These holidays are New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. The system must be available with limited but sufficient Contractor staff to support CBMS on State holidays.

The State reserves the right to prior approve all subcontractors) and subcontractor(s) work locations.

1.1.1 Contractor Responsibilities

- A. Provide sufficient staff who have the requisite skills to meet all contract requirements and who can attain a satisfactory rating on all performance standards.
- B. Provide Contractor Key staff available on a full-time basis and solely dedicated to this contract. Key staff positions for the maintenance and operations are named below:
 - (1) Project Management Office (PMO) Lead
 - (2) Senior Technical Architect/Architecture Manager
 - (3) Software Development Manager
 - (4) Operations Technical Manager
 - (5) Test Manager
 - (6) Major Incident Manager
 - (7) Change Manager
 - (8) Quality Assurance Manager
 - (9) Release Manager
 - (10) Interface Manager
- C. Employ key staff as set forth in RFP Section 6.2 at least 60 days prior to the initiation of the operations phase.
- D. Employ all other operations personnel, or must have a commitment from them to join the Contractor's organization, at least 30 days prior to the start of operations.
- E. Develop and maintain a plan for job rotation and conduct knowledge transfer to staff to ensure that all functions can be adequately performed during the absence of staff for vacation and other absences.
- F. Designate staff who are trained and able to perform when the primary staff member is absent on consecutive days of leave.
- G. Comply with all federal and state requirements concerning fair employment, employment of the disabled and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, gender, national origin or physical disability.
- H. Follow all federal and state laws regarding social security registration and legal work status of all staff employed or contracted by the Contractor.
- I. Conduct a criminal background check on all staff prior to employees or sub-contractors assuming responsibilities on this contract, and periodically as required by the State, with results available for State review, if requested.

- J. Be bonded against loss or theft for all staff working on behalf of the Contractor in performance of its functions.

1.1.2 Contractor Deliverables:

- A. Criminal background check criteria or guidelines applied by the Contractor updated annually and submitted for State review and approval.
- B. Certification of Bonding updated annually and submitted to the State.
- C. Report of designated backup staff for any position vacant or unmanned for more than 3 consecutive days.
- D. An Organizational chart identifying key staff by name and title and all other positions assigned under this contract submitted no less than quarterly or within 30 days of key staff turnover, whichever comes first.
- E. Key Staff Resumes which detail:
 - (1) Employment history for all relevant and related experience
 - (2) Names of employers for the past five years, including specific dates
 - (3) All educational institutions attended and degrees obtained
 - (4) All professional certifications and affiliations
 - (5) Key Staff References including:
 - (a) A minimum of three professional references outside the key person's organization who can provide information about the key person's work experience and performance.
 - (b) The reference's full name, mailing address, telephone number and email address.

1.1.3 Performance Measures:

Contractor's ability to attract and retain qualified staff will be the primary measure of performance. Contractor's ability to train and inform new staff with little to no disruption in service delivery will also serve as the measure of Contractor performance.

1.1.4 Monitoring:

Contractor Performance will be monitored through review of deliverables and staff assessments

1.1.5 State Responsibilities:

- A. Conduct evaluation and approval of submitted resumes for key positions.
- B. Validate key personnel's background.
- C. Review and evaluate candidates to fill key position vacancies.
- D. Approve for all key positions set forth in RFP Section 6.1.1.
- E. Provide the selected Contractor 30 days to find a satisfactory replacement for key staff positions except in cases of flagrant violation of the state or federal law or contractual terms.
- F. Act on extensions requested in writing.
- G. Interview any and all candidates for named key positions prior to approval.

2.1 KEY STAFF REQUIREMENTS

While the State agrees it is the Contractor's responsibility to provide adequate staff to fulfill the terms of the contract and deliver all services set forth herein, the State will require the Contractor to supply key staff with the following requirements:

2.1.1 Program Management Office (PMO) Lead

This position will be the primary point of contact with the CBMS State Contract Administrator(s) and the State's Project Management Office (PMO) for activities related to contract administration, scope management, project management, scheduling and reporting, correspondence between the State and Contractor, Contractor resources, and deliverable reviews during the Operations Phase. The PMO Lead shall not serve in any other key position during this phase and must be available onsite 5 days/week throughout the Operations period. Any individual assigned to this role must have documented training or experience in program management.

2.1.2 Senior Technical Architect

This position will be the primary point of contact for all activities as they relate to the technical architecture which is defined as applications, OS platforms, for understanding all architectural components and subsystems and how they interoperate. This position will be responsible for assisting the State in ensuring architectural components are version compliant and meet operational security requirements. This position ensures the integrity of interoperability between components is not compromised during system enhancements and upgrades. This position is responsible for maintaining up-to-date technical architectural documentation. Any individual assigned to this role must have documented training or experience in technical architecture management.

2.1.3 Software Development Manager

This position will be the primary point of contact for all activities as they relate to software development and application enhancements to the System. Responsibilities include ensuring that the software developers understand the system architecture, making the appropriate changes to the application software and ensuring System documentation is updated as changes are implemented. Any individual assigned to this role must have documented training or experience in software development management.

2.1.4 Operations Technical Manager

This position is responsible for operating, running, updating, and maintaining CBMS and working with the State to coordinate System interfaces and helping to ensure that architectural components are in line with the State standards. Any individual assigned to this role must have documented training or experience in system operations management.

2.1.5 Test Manager

This position will be the primary point of contact for all activities as they relate to CBMS, PEAK and all related applications software testing. This position will work in conjunction with the State's Test Manager to assure all project testing is effective prior to build implementation. A part of their job will involve validation of documentation of test results and verification that all testing activities follow the State's testing processes. The Test Manager will maintain the Contractor's test team ensuring all projects and quality control are up to standards. The Test Manager will submit all test deliverables to the State. The Test Manager shall not serve in any other key position and must be available 5 days/week at the project site throughout the term of the contract. Any individual assigned to this role must have documented training or experience in testing process and management.

2.1.6 Major Incident Manager

The Major Incident Manager is responsible for Major Incident Handling, including the overall accountability of organizing a Major Incident Response Team and implementation of Root Cause and Corrective Action (RCCA) procedures. This position is responsible for ensuring that RCCA's are executed in a standardized method within the established enterprise procedures and are used for efficient and prompt handling of all major incidents and problems. The Major Incident Manager shall not serve in any other key position and must be available 5 days/week at the project site throughout the term of the Contract. Any individual assigned to this role must have documented training or experience in major incident management.

2.1.7 Change Manager

The Change Manager is responsible for managing the process of change by documenting and mitigating the risk of moving, adding, removing, deleting, modifying or supplementing software, processes or infrastructure within the organization. This manager is responsible for producing Change Management design, strategy and implementation plans and championing the ongoing improvement of the Change Management process. The

Change Manager is responsible for providing leadership and direction to realize the incident free deployment of software and infrastructure. Any individual assigned to this role must have documented training or experience in change management.

2.1.8 Quality Assurance Manager

The Quality Assurance Manager will plan, direct or coordinate quality assurance programs and formulate quality control policies. This position will also work to improve the organization's' efficiency and the quality of each project implemented into the production environment. The Quality Assurance Manager shall not serve in any other key position and must be available 5 days/week at the project site throughout the term of the Contract. Any individual assigned to this role must have documented training or experience in quality assurance management.

2.1.9 Release Manager

The Release Manager will be responsible for the Release Management lifecycle which includes scheduling, coordinating and the management of releases across CBMS, PEAK and all related applications. This position will also be responsible for implementing and managing release processes for the progression of code in the development, test, and production environments. The Release Manager works collaboratively with all participants in the software development project and is supportive of developers and testers as they set up their build development/test environments. This position's responsibilities also include building the IT Release Calendar working closely with the State IT Managers for CBMS, PEAK and all related applications. Any individual assigned to this role must have documented training or experience in release management.

2.1.10 Interface Manager

The Interface Manager will be the primary point of contact for all interface activities as they relate to CBMS, PEAK and all related applications. This position will have a strong grip on how to communicate, when to communicate, what to communicate, and who to communicate to. The Interface Manager will monitor operational progress, noting any timeline deviations and proactively helping to reconcile them in a timely manner. The Interface Manager will attend regular interface meetings to discuss and analyze the progress of CBMS, PEAK and all related applications work goals while producing monthly reports for our clients and stakeholders, who expect exact and precise project deliveries and outcomes. This position's responsibilities also include building the IT Release Calendar and working closely with the State IT Managers for CBMS, PEAK and all related applications to assure that other processes are not being interrupted. Any individual assigned to this role must have documented training or experience in interface management.

2.2 Contractor Responsibilities:

- 2.2.1 Contractor will provide resumes and validation of background checks for key personnel.
- 2.2.2 In addition to the positions listed above, the Contractor must have staff working under this contract with the following certifications, training and experience:
- 2.2.3 Certified Information Systems Security Professional (CISSP) or documented training and experience in the field of Security and Risk Management, Software Development Security, Security assessment and Training, or Security Operations.
- 2.2.4 Documented training and experience in the process of capacity planning including the procurement of IT resources, infrastructure and services which are planned over a specific period of time with the ability to predict and forecast the future requirements of an IT environment and its associated essential entities/services/components.
- 2.2.5 Documented training and experience in the science of data analytics and the business intelligence techniques and tools used for business analysis purposes.
- 2.2.6 Documented training or experience in change impact analysis and identifying the potential consequences of a change, or estimating what needs to be modified to accomplish a change, and the risks associated with changes.

2.2.7 Experience working with or for federal agencies with whom CBMS interfaces including Social Security Administration, Internal Revenue Service, Center for Medical Services and Food and Nutrition Services.

2.2.8 Experience working with or for a health benefits exchange.

2.3 Contractor Deliverables:

- 2.3.1 Qualified key personnel in place throughout the operations phase. Key staff must be available for assignment on a full-time basis and must be solely dedicated to this project.
- 2.3.2 Qualified staff with the certifications, training and experience listed in RFP Section 6.2.11 throughout the operations phase.
- 2.3.3 A report of staff members with the certifications, training and experience listed in RFP Section 6.2.11 annually or within 30 days of staffing changes which would be relevant to the information reported.
- 2.3.4 Resumes of key personnel must include the following:
 - 2.3.5 Employment history for all relevant and related experience
 - 2.3.6 Names of employers for the past five years, including specific dates
 - 2.3.7 All educational institutions attended and degrees obtained
 - 2.3.8 All professional certifications and affiliations
 - 2.3.9 Professional experience for the previous five years
- 2.3.10 References of Key Personnel must include a minimum of three professional references outside the employee's organization who can provide information about the key position's work on that assignment.
 - 2.3.10.1 For each reference, the individual's full name, mailing address, telephone number and email address.

2.4 Performance Measures:

The Contractor's performance will be measured based on its ability to attract and retain qualified staff. Contractor's ability to train and inform new staff with little to no disruption in service delivery will also serve as the measure of Contractor performance.

2.5 Monitoring

The State will monitor Contractor's performance through the review of deliverables and observation of staff performance in their respective roles.

2.6 State Responsibilities

The State will review and approve key staff appointments, observe and provide feedback to Contractor on staff performance, as necessary. The State reserves the right to check additional references.

3 STAFF RESOURCE MANAGEMENT

The Contractor may not replace or alter the number and distribution of key personnel as bid in its proposal without prior written approval from the State, which shall not be unreasonably withheld.

Replacement for key personnel must meet the requirements of the position. The replacement personnel, whom the Project Director or Contract Administrator have previously approved, must be in place performing their new functions before the departure of the former key personnel when possible.

3.3 Contractor Responsibilities:

- 3.3.1 Satisfy the Contractor responsibilities and tasks in RFP Sections 6.1 and 6.2.
- 3.3.2 Provide the State with 30 calendar day notice prior to any proposed transfer or replacement of any key personnel, to the extent possible.

3.4 Contractor Deliverables:

- 3.4.1 Advance notice of proposed key staff changes
- 3.4.2 Resumes that reflect the proposed replacement key personnel's past five years of professional experience and references to be submitted with the notice of change.

3.5 Performance Measures

The Contractor's performance will be measured based on its ability to attract and retain qualified staff. Contractor's ability to train and inform new staff with little to no disruption in service delivery will also serve as the measure of Contractor performance.

3.6 Monitoring

Contractor performance will be monitored through interaction with Contractor staff, review of staff qualifications and performance and on the impact of staff change to the delivery of services.

3.7 State Responsibilities:

- 3.7.1 Prior approval for any replacement of key personnel.
- 3.7.2 Provide the Contractor 30 days to find a satisfactory replacement for the position except in cases of flagrant violation of the State or federal law or contractual terms.
- 3.7.3 Review and actions on extensions requested in writing.
- 3.7.4 Interview any and all candidates for named key positions, upon request, prior to approval.
- 3.7.5 Meet with the proposed replacement key personnel, upon request, prior to final selection.
- 3.7.6 Check additional personnel references, as determined by the State.

4 GENERAL OPERATIONS AND SUPPORT RESPONSIBILITIES

The Contractor objective is to support the Operations and Maintenance of CBMS, keeping CBMS, PEAK and all related systems viable with supported Contractor releases and software upgrades. Operations and Maintenance on CBMS systems shall include all software and hardware associated with client/server, web-based applications, and networking.

An independent auditor must perform Statement on Standards for Attestation Engagements (SSAE) no. 16 (statement of auditing standards) audits annually of the Contractor operations. In addition, the State is subject to audits by its federal partners, the Office of the Inspector General, the Colorado General Assembly, the Colorado State Auditor along with various requirements associated with system-wide security audits. The Contractor shall be expected to recognize that assisting the State with such audits will be a responsibility of the Contractor.

The Contractor must be familiar with Secure Hosted Infrastructure (SHI) Technology in order to maintain and operate CBMS, PEAK and Mobile applications. The Contractor must also provide SHI Technology support and make recommendation to the State regarding configuration and other aspects of this technology in order to continue servicing the citizens of Colorado.

4.1 Contractor Responsibilities

- 4.1.1 Support the State's System Business and Operation Strategy.
- 4.1.2 Supply the State with an updated organization chart and staffing plan identifying each of the Contractor staff.
- 4.1.3 Correct CBMS unplanned downtime and functionalities.
- 4.1.4 Provide System optimization by modifying the systems to improve efficiency or use fewer resources. In general, a computer program may be optimized so that it executes more rapidly, or is capable of operating with less memory storage or other resources, or draw less power.
- 4.1.5 Maintain CBMS according to State and Federal requirements.
- 4.1.6 Ensure that operations personnel are accessible to State personnel, Monday through Friday from 7:00 a.m. to 6:00 p.m. (MDT). This includes all regularly scheduled State employee business days. Additionally, ensure that personnel are also available with reasonable prior notice after 6:00 p.m. Monday through Friday and on weekends.
- 4.1.7 Provide training to the State or its designated agent with regards to the maintenance and operation activities of CBMS when requested, but no later than 6 months prior to the end of the contract or any extension thereof. Such training must be completed at least 3 months prior to the end of the contract or any extension thereof.
- 4.1.8 Work with the State to resolve any identified problems and/or defects associated with CBMS, updating system documentation based on the resolution within 2 business days after resolution in the production environment.

- 4.1.9 Perform required security activities such as backups, contingency planning, and coordination with the State in system, security and performance audits. Operate and maintain CBMS environments at maximum efficiency (utilizing the fewest required software and hardware resources and with minimal manual intervention) to continue system operation and to meet the needs of the State.
- 4.1.10 Monitor the daily operation of CBMS and supporting platforms and functions to ensure system is performing to State expectations.
- 4.1.11 Notify the State when operational problems and/or defects (either systems- or workflow-related) occur, describing the nature of the problem, the expected impact on ongoing functions, a corrective action plan, and the expected time of problem resolution. These notifications shall be submitted according to the State defined process.
- 4.1.12 Notify the State when there is any indication that a security breach or data disclosure may have occurred, describing the nature of the problem, the potential impact on clients and the State, a corrective action plan, and the expected time of problem resolution. These notifications shall be submitted according to the State defined process.
- 4.1.13 Coordinate and facilitate CBMS user sanity testing with county staff to occur after each major release and prior to the end of outage window scheduled for that release.
- 4.1.14 If the State finds any part of a "Build Release" that does not meet requirements, the Contractor is required to fix that defect at no cost to the State.
- 4.1.15 Correct system defects and support the resolution of Help Desk tickets. This shall include all maintenance activities necessary to ensure the continued efficiency of CBMS.
- 4.1.16 Coordinate with other states on all system interconnectivities.
- 4.1.17 Develop, maintain, and provide access to performance statistics required by the State to monitor all system performance requirements and standards.
- 4.1.18 Assist State staff, agents, and affiliates in conducting or responding to audits through sample selection, data gathering, and documentation to support issue resolution.
- 4.1.19 Update system and operations documentation when changes are made to the system(s) and maintain that documentation as required by the State.
- 4.1.20 Conduct an initial and ongoing annual architectural review that comprises all components of the CBMS system to achieve performance and cost efficiencies. The architectural review shall comply with the CMS ELC.
- 4.1.21 Provide State staff access to view CBMS programming code.
- 4.1.22 Provide and update information on all hardware and software tools used to maintain and support CBMS and its related components both in production and in lower environments.
- 4.1.23 Maintain all software utilized by CBMS, PEAK and related applications on a supported version, current on all patches and updates. Prior to updates or patches and at the discretion of the Contractor or at the request of the State, prepare a gap analysis and reverse compatibility assessment for consideration by the State.
- 4.1.24 Make written recommendations on any area in which the Contractor or State thinks improvement(s) can be made for CBMS, PEAK and all related applications.
- 4.1.25 Monitor CBMS infrastructure to ensure adequate capacity and efficiency.
- 4.1.26 Meet or exceed all Service Level Agreements, as described in Exhibit F.

4.2 Contractor Deliverables:

- 4.2.1 Accurate and complete system documentation.
- 4.2.2 Review of operational activities for the previous day with the State each business day.
- 4.2.3 Facilities Management, Operations and Maintenance Plan updated annually or more frequently if requested by the State.
- 4.2.4 Written response to the State Technical Architecture audit within 30 days from receipt. Technical Architecture Plan documenting the resolution and addressing mutually agreed upon findings and licensing gaps identified in the Technical Architecture audit within 90 days of receipt.

- 4.2.5 Record of system performance maintained and available upon request.
- 4.2.6 Weekly report of project status by release including current project timelines.
- 4.2.7 A comprehensive report on the production performance that is less than the State's approved standards including any issues along with proposed resolutions.
- 4.2.8 Six-month Maintenance Plan that includes a schedule of patches, upgrades, configuration changes, licenses and certificate renewals, and regular maintenance.
- 4.2.9 A gap assessment outlining differences in software versions prior to upgrade, potential risks and issues with installation of upgrades, versions or patches to any software utilized for CBMS, PEAK or related applications or services.
- 4.2.10 Quarterly report on all hardware and software products, applications and licenses in use, and proposed, both licensed and open source including the version, number of licenses and the purpose of the software.
- 4.2.11 Playbook for all system changes that includes all steps necessary to ensure complete deployment and return to operational status including a Back out Plan. A draft submitted 2 weeks prior to schedule builds with a final submitted 2 days before. For unscheduled builds the playbook must be submitted no later than 3 hours prior to the build activities.
- 4.2.12 Root Cause and Corrective Action Reports (RCCA) shall be submitted to the State based on Contractor's work set forth in RFP Section 6.4.1, paragraph L. A draft should be submitted within 7 days with a final report submitted no later than 30 days after the defect has been made known to the Contractor.
- 4.2.13 Project Plans for each major release based on the negotiated timeline with the State.

4.3 Performance Measures:

Contractor Performance will be measured on the Contractor's ability to maintain CBMS and system documentation according to the State and Federal requirements and to respond to system emergencies.

4.4 Monitoring:

Contractor Performance will be monitored through review of deliverables, compliance with approved processes and through the measurement of defects in production and in new code delivered to the State for testing.

4.5 State Responsibilities:

- 4.5.1 Develop and provide the State's System Business and Operation Strategy
- 4.5.2 Provide a primary contact to serve as a subject matter expert for CBMS technical architecture.
- 4.5.3 Serve as a liaison between the Contractor and other State agencies, Federal agency representatives or other third parties with a connection or interface with CBMS, PEAK or their related applications.
- 4.5.4 Serve as manager on audit activities.
- 4.5.5 Review and approve (or require modifications to) CBMS systems documentation and user documentation updates.
- 4.5.6 Approve CBMS software updates and hardware updates.
- 4.5.7 Provide information on changes in State policy and system requirements.
- 4.5.8 Set priorities for system changes.
- 4.5.9 Review the annual architecture recommendations.
- 4.5.10 Review and approve the Project plan for each major release.
- 4.5.11 Review and approve CBMS systems documentation.
- 4.5.12 Review and approve the 6 month Maintenance Plan.
- 4.5.13 Participate in daily reviews of operational activities

5 CBMS APPLICATION SECURITY AND SECURITY ACCESS

The Security track of CBMS is responsible for providing access to the application and its data. This is achieved by creating profiles for the users, the units, the office, the program groups, the caseload, and their access. The

CBMS Security track references these profiles for providing the State staff and external staff access to the application and the data. CBMS provides security levels, which allow data to be viewed, entered, and maintained by authorized users. The CBMS Security track is designed to permit the authorized and trained user to manage security and serve as the security administrator. The CBMS Security track maintains the level of confidentiality needed to ensure data integrity. The CBMS Security track also provides the CBMS eligibility site security administrators with the ability to control and monitor security access. This functionality must be in compliance with the CMS Security Review. Changes to CBMS data are tracked and maintained through the History Maintenance track. The History Maintenance functionality will track the User ID of the user who made the change and the date and time, when the change was made. All CBMS table updates, including security profile tables, are tracked and logged for reporting requirements.

5.1 Contractor Responsibilities:

- 5.1.1 Maintain existing security functionality.
- 5.1.2 Provide audit reports and audit logs to assist in investigations, upon State request.
- 5.1.3 Maintain system documentation in an automated document repository accessible by assigned State staff members.
- 5.1.4 Respond to Security related Help Desk tickets.
- 5.1.5 Make written recommendations on any security area in which the Contractor feels improvements can be made based on business needs and future business strategic plans.

5.2 Contractor Deliverables:

- 5.2.1 The Contractor must maintain and ensure timely availability of existing pre-defined security reports.
- 5.2.2 The Contractor must provide ongoing maintenance and updates to the current CBMS Security Group Hierarchy, as needed. Security Group Hierarchy will be provided to the Contractor during the transition phase.
- 5.2.3 The Contractor will review the CBMS security process and make recommendations for changes and enhancements at least annually or more frequently as vulnerabilities are identified.

5.3 Performance Measures:

Contractor performance will be measured based on timeliness and accuracy of deliverables. Requested audit reports and logs will be delivered to the State within 5 business days unless otherwise agreed to by the State in advance.

5.4 Monitoring:

Contractor performance will be monitored through review of deliverables, compliance with approved processes and through the measurement of defects in production and in new code delivered to the State for testing.

5.5 State Responsibilities:

- 5.5.1 Designate a security lead and backup to answer questions and work with the Contractor to resolve issues surrounding this area of functionality.
- 5.5.2 Create and maintain CBMS security profiles.
- 5.5.3 Establish and maintain user security for both CBMS and PEAK Pro.
- 5.5.4 Review and approve written recommendations for improvement by the Contractor.

6 INTERFACES

There are approximately 200 batch and online inbound/outbound files interfacing with 30 external systems that must be maintained, monitored and tested to meet Federal and State requirements. The data transfer for most of the external interfaces is done through Mule ESB.

6.1 Contractor Responsibilities:

- 6.1.1 The Contractor must maintain all interface methods, including:
 - 6.1.1.1 On-line, real-time interfaces
 - 6.1.1.2 Connectivity to an External system through an emulator or a web link

6.1.1.3 Batch Interfaces

- 6.1.2 Schedule batch interface jobs in accordance with the Federal and State requirements, using the State job scheduler tool.
- 6.1.3 Complete batch interfaces through a Secure File Transfer Protocol (SFTP) or other secure communication media (Example: Cyberfusion or Moveit).
- 6.1.4 Maintain processes for CBMS and PEAK data extraction and comply with the documented formatting requirements.
- 6.1.5 Participate in the connection and execution of interface testing with the specific third party.
- 6.1.6 Monitor all interfaces, assuring that there are minimal errors, rejects, and manual intervention.
- 6.1.7 Maintain the existing functionality and connectivity of each interface configuration.
- 6.1.8 Maintain system documentation in the State's designated repository.
- 6.1.9 Review current interface processes for the purposes of making recommendations on process improvements.
- 6.1.10 Test interface functionality and connectivity.
- 6.1.11 Monitor and maintain audit transaction log files.

6.2 Contractor Deliverables:

- 6.2.1 Daily batch interface report that includes all failures.
- 6.2.2 Interface Plan on the schedule agreed upon by both parties.

6.3 Performance Measures:

Performance will be measured based on the Contractor's ability to complete successful, timely interface processes. All State defined interface tools and processes will be used unless written approval by the State is received.

6.4 Monitoring:

Contractor performance will be monitored through review of deliverables, compliance with approved processes and through the measurement of defects in production and in new code delivered to the State for testing.

6.5 State Responsibilities:

- 6.5.1 Designate a contact lead and backup to answer questions and work with the Contractor to resolve issues surrounding this area of functionality.
- 6.5.2 Serve as a liaison between the Contractor and other State agencies, Federal agency representatives or other third parties with a connection or interface with CBMS, PEAK or their related applications.
- 6.5.3 Provide detailed requirements for completion of new interfaces or changes to current interfaces.
- 6.5.4 Maintain communication with the external interface contacts.
- 6.5.5 Review and approve, if applicable, written recommendations for improvement by the Contractor.
- 6.5.6 Serve as primary contact with external system contacts for which an interface is needed to be developed or modified with the assistance of program area.

7 BATCH PROCESSES MAINTENANCE AND OPERATIONS

The Contractor must maintain, create, and manage/monitor all current and future batch jobs as needed during the life of the contract. Currently, CBMS has daily, weekly, monthly, quarterly, and annual batch jobs. These batch jobs must continue and should not be interrupted.

7.1 Contractor Responsibilities

- 7.1.1 Maintain and support any new or existing batch or online batch processing within State or federal prescribed time constraints.
- 7.1.2 Maintain existing batch schedules whether automated or manual.

- 7.1.3 Validate that all batch jobs are run successfully and completed on time.
- 7.1.4 Make corrections to batch jobs when necessary ensuring system degradation issues do not affect completion of the batch schedule or production initiation.
- 7.1.5 Evaluate current batch jobs for appropriate scheduling, timing and internal and external dependencies and provide recommendations for improvement.

7.2 Contractor Deliverables

7.2.1 A Daily Batch job report to include, at a minimum:

- 7.2.1.1 Successful batch jobs
- 7.2.1.2 Identification of any job(s) that failed to run successfully.
- 7.2.1.3 The reason(s) for the batch job failure.
- 7.2.1.4 A proposed solution and timeframe the solution could be deployed.
- 7.2.1.5 All activities required to rectify the batch failure.
- 7.2.1.6 A resolution to the batch job to prevent future failure(s).
- 7.2.1.7 A list of cases that are affected by the failure available upon State request.

7.2.2 An annual recommendations report for improvements on current batch jobs and processes.

7.2.3 Monthly Trending Report showing patterns of failure or disruption of batch processing.

7.3 Performance Measures:

Contractor performance will be measured based on batch job processing results, Contractor's timeliness in identifying, reporting and resolving Batch process issues and the accuracy and consistency of data reported in deliverables.

7.4 Monitoring:

Contractor performance will be monitored through review of deliverables, batch documentation, and compliance with approved processes and through the measurement of defects in production and in new code delivered to the State for testing.

7.5 State Responsibilities:

- 7.5.1 Designate a contact lead to answer questions and work with the Contractor to resolve issues surrounding this area of functionality.
- 7.5.2 Provide a list of existing batch jobs
- 7.5.3 Provide process documentation, schedules and timelines associated with each individual batch process.
- 7.5.4 Provide all batch job processing schedules and requirements as well as any associated configuration process documentation.
- 7.5.5 Review all deliverables.

8 DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN

The Disaster Recovery Plan for CBMS, PEAK and all related applications governs roles, responsibilities, processes, and procedures for how to plan, manage, and execute backups, restores, disaster recovery processes, alternative site failover, and day-to-day operations. In addition, the IEEE standards for backup, restore, and disaster recovery objectives and processes must be referenced for the initial assessment and must be used throughout the life of the contract. Currently, information is being sent to the statewide disaster recovery facility utilizing the Symmetric Remote Data Facility (SRDF). The SRDF is an online, host-independent mirrored data solution that duplicates the production side data that is located at the statewide disaster recovery facility. Information is also required to be stored on backup tapes at a secure offsite storage provider.

8.1 Contractor Responsibilities:

8.1.1 Develop a Disaster Recovery Plan for CBMS, PEAK and all related applications that includes the following six main components:

- 8.1.1.1 Supporting Information including an introduction and concept of operations (system description, roles/responsibilities, and lines of succession).

- 8.1.1.2 Notification/activation phase including notification procedures, damage assessment, and plan activation.
- 8.1.1.3 Recovery phase, including sequence of recovery activities and recovery procedures.
- 8.1.1.4 Reconstitution phase including restore original site, test systems, and terminate operations.
- 8.1.1.5 Maintenance/testing including frequency of maintenance/testing and testing objectives with pass/fail criteria.
- 8.1.1.6 Plan appendices including contact information (personnel and Contractors), system requirements (hardware/software lists including models, versions, specifications, and quantities), Contractor service level agreements (SLAs), standard operating procedures (SOPs), and vital records.
- 8.1.2 The Disaster Recovery Plan should be written to support the following worst case scenarios:
 - 8.1.2.1 Loss of Contractor worksite (including the identification of an alternate worksite for personnel).
 - 8.1.2.2 Loss of Contractor staff (e.g. pandemic influenza).
 - 8.1.2.3 Loss of critical system (equipment/software failure) which should include failover to the statewide disaster recovery facility.
- 8.1.3 Participate in the annual State disaster recovery exercise. The exercise takes place over several days. During the exercise, Contractor will be required:
 - 8.1.3.1 Identify scope of exercise.
 - 8.1.3.2 Identify exercise objectives including pass/fail criteria.
 - 8.1.3.3 Identify roles/responsibilities.
 - 8.1.3.4 Develop an exercise document that contains the above information.
 - 8.1.3.5 Participate in the exercise.
 - 8.1.3.6 Document exercise results/lessons learned.
 - 8.1.3.7 Establish a formal off-site storage plan to ensure all critical information is stored at a secure offsite location. The Contractor may be required to identify the following:
 - 8.1.3.8 Type of backups
 - 8.1.3.9 Frequency of backups
 - 8.1.3.10 Time of backups
 - 8.1.3.11 Detailed records of data being backed up
 - 8.1.3.12 When the backups are going off-site
 - 8.1.3.13 To which state supported facility the backups are routed

8.2 Contractor Deliverables:

- 8.2.1 The Contractor must deliver the following items to the State through the life of the contract:
- 8.2.2 Disaster Recovery Plan Assessment
- 8.2.3 Disaster Recovery Development Deliverable
- 8.2.4 Failover/Disaster Recovery Test Plan
- 8.2.5 Disaster Recovery Plan Checklist
- 8.2.6 Identification of the disaster recovery team and contact list
- 8.2.7 Recovery operations process
- 8.2.8 Procedures for the establishment of an Alternate Site including: voice, data communication, mail, and support requirements.
- 8.2.9 Plans for replacement of computer equipment
- 8.2.10 Establishment of a system backup schedule
- 8.2.11 Procedures for storage and retrieval of software, data, documentation and vital records off-site.
- 8.2.12 Logistics of moving staff, data, documentation etc.

8.3 Performance Measures:

Performance will be measured based on verification that the disaster recovery plan is adequate to restore critical operations of the system in the case of an extended system outage.

8.4 Monitoring:

Through active participation in the disaster recovery testing and deliverable review, the State will monitor the Contractor's performance.

8.5 State Responsibilities:

8.5.1 Designate a State lead to work with the Contractor on all matters related to this task area.

8.5.2 Review and approve each deliverable as listed above.

8.5.3 Review and approve the Disaster Recovery Plan and Test Plan and will make recommendations if needed.

8.5.4 Verify the Disaster Recovery Plan is adequate to restore critical operations of the systems in the case of an extended system outage, and will also validate and approve the recovery operations procedures.

9 CBMS, PEAK AND ALL RELATED APPLICATIONS CONTINUOUS IMPROVEMENT PLAN

CBMS, PEAK and all related applications should be continuously evaluated and improved in accordance with the process outlined below. The State's desire is that any continuous improvement plan for CBMS, PEAK and all related applications is developed and maintained by a consistent team of system owners, stakeholders, designers and developers.

9.1 Contractor Responsibilities:

9.1.1 Provide information on current system functionality as well as provide input on the feasibility of business goals.

9.1.2 Continuously monitor advances in technology that may benefit the State if applied to CBMS or any of its related applications.

9.1.3 Provide recommendations for technologies that will advance the strategic goals of the State

9.2 Contractor Deliverables:

A System Roadmap updated annually that outlines the impact of changes implemented and suggests future changes to stay current on available technology used to deliver the services of CBMS and its related applications.

9.3 Performance Measures:

Contractor's performance will be measured based on the usefulness of suggestions proposed and their alignment with the strategic direction and available resources of the State.

9.4 Monitoring:

The State will review all suggestions proposed and compare them to technologies being applied in other state eligibility systems around the country.

9.5 State Responsibilities:

9.5.1 Review of all improvement services recommended

9.5.2 Approve any and all recommendations pursued by the State.

9.5.3 Request recommendations to improve on business processes and technical configuration.

10 CBMS ONLINE HELP (OLH) OPERATIONS SUPPORT AND MAINTENANCE

The State maintains and supports an Online Help (OLH) system that interfaces with the CBMS application, using a content management tool. The Contractor will be required to provide technical support to the State and its external stakeholders to ensure successful delivery and implementation of OLH content and updates.

10.1 Contractor Responsibilities:

10.1.1 Maintain existing functionality to ensure the CBMS application facilitates the necessary interface with the OLH system.

- 10.1.2 Document screen interactions and interdependencies including descriptions and guidelines for every field, button, icon, and drop down menu resulting from any new projects, modifications and/or enhancements to CBMS.
- 10.1.3 Provide information on interactions and interdependencies of all pages in the CBMS application including possible user impact.
- 10.1.4 Coordinate and communicate with the State to create accurate OLH content whenever content must be revised or enhanced.
- 10.1.5 Provide support to the OLH system using the State's content management tool (Robo Help).

10.2 Contractor Deliverables:

The implementation of OLH updates that coincide with the implementation of changes, modifications and enhancements to CBMS

10.3 Performance Measures:

- 10.3.1 Accurate and complete online help screens are available in the production environment.
- 10.3.2 Online help updates are deployed with the system changes they are tied to.

10.4 Monitoring:

The State will test online help functionality and availability during its User Acceptance Testing prior to the implementation of system changes and enhancements. The State will review online help production content for availability, accuracy and usability.

10.5 State Responsibilities:

- 10.5.1 Provide a primary contact to serve as a subject matter expert for online help.
- 10.5.2 Create, review, update and edit all content.
- 10.5.3 Provide content clarification and program regulations in order to align OLH with CBMS functionalities.
- 10.5.4 Test for online help availability and accuracy prior to implementation of system changes.
- 10.5.5 Provide all documentation associated with the CBMS OLH system, including OLH templates, OLH process materials, and reference materials.

11 ANNUAL PROJECT RELEASE PLAN

There are a number of Annual Projects that are required to be implemented each year. These projects are considered a maintenance function under the contract and will be provided at no additional cost to the State. Annual Projects are defined as required updates to the system on a regular basis. This includes changes such as the Cost of Living Adjustments (COLAs) and Maintenance of Effort (MOE). The expectation of the vendor is to assist implementing these projects so that they comply with State and Federal timelines; however, these projects follow the same SDLC milestones as regular projects.

The Annual Projects include, but are not limited to, the following:

- Social Security Administration (SSA) Cost of Living Adjustment (COLA).
- SSA's income and Medicare premium changes, plus all Human Services and Medical Programs include changes to income and eligibility factors in coordination with SSA COLA.
- Centers for Medicare and Medicaid Services (CMS) changes related to Medical Programs, such as adjustments to the Federal Poverty Level (FPL), income limits, resource amounts, and allowance updates
- Food and Nutrition Service (FNS) Thrifty Food Plan (TFP). The Project includes FNS's income and benefit amount changes. This Project can also include additional FNS changes such as, Standard Deduction change and Standard Utility Allowance change.
- Food Assistance (FA) Medical Standard Deduction (SMED). This project includes a Food Assistance Medical Standard Deduction amount update.

11.1 Contractor Responsibilities:

- 11.1.1 Develop project documentation as set forth in 2.21 above.

- 11.1.2 Provide system support to ensure records not affected by the Annual projects continue to receive correct benefits and/or services.
- 11.1.3 Perform required security activities such as backups, contingency planning and audits.
- 11.1.4 Monitoring of the update process without loss of current functionality.
- 11.1.5 Use the federal supplied files and/or state supplied changes to affect the update.
- 11.1.6 Provide an automated, dynamic method to track completed record updates and updated record exceptions.
- 11.1.7 Update Client Correspondence notifications, as required.
- 11.1.8 Process updated See SecttNIST for the changes and continuation of eligibility processing.
- 11.1.9 Maintain records based on State and Federal retention rules.
- 11.1.10 Allow a schedule change to the Annual update to accommodate State and/or Federal needs.

11.2 Contractor Deliverables:

Project documentation for annual projects consistent with those set forth in RFP Section 6.25.

11.3 Performance Measures:

- 11.3.1 The primary measure of performance will be successful completion of the annual projects in the Production environment.
- 11.3.2 Contractor performance will be measured on Contractor's adherence to the State's Change Control Process, timeliness of project deliverables and the quality of the code delivered to meet the project requirements.
- 11.3.3 Code defects will be measured against lines of code changed and based on potential impact to client eligibility, benefit payments and user workload impact.
- 11.3.4 For changes to client-facing applications, defects will also be weighed based on the usefulness of the application by the client.

11.4 Monitoring:

Through active participation in the software development life cycle and the change process, the State will observe the Contractor's performance. Code quality will be measured through testing prior to deployment and defects found in production.

11.5 State Responsibilities:

- 11.5.1 Review and approve project deliverables.
- 11.5.2 Provide an Annual Project Work Plan.
- 11.5.3 Provide access to the Federal interface files that contain the changes.
- 11.5.4 Provide Business Requirements for each Annual Project.
- 11.5.5 Complete the updates to all the Reference Tables in support of the Annual Projects.
- 11.5.6 Provide text for the Client Correspondence notification.

12 PEAK AND PEAK PRO OPERATIONS AND MAINTENANCE

The Contractor objective for PEAK is to ensure that PEAK and all related applications remain fully functional and continue to perform optimally while minimizing any detrimental impact to existing users, including citizens.

12.1 Contractor Responsibilities:

- 12.1.1 Maintain PEAK in Production and lower environments according to State and Federal requirements.
- 12.1.2 Maintain the existing web interfaces required to ensure PEAK functionality is operational between CBMS, Connect for Health Colorado, and any state and federal systems.
- 12.1.3 Provide adequate staff trained and experienced in use of the Salesforce platform to maintain, operate and enhance PEAK.

- 12.1.4 Operate and maintain PEAK environments at maximum efficiency to continue system operation and meet the needs of the State.
- 12.1.5 Monitoring of daily operation of PEAK and support functions to ensure PEAK is performing to State expectations.
- 12.1.6 Minimize PEAK unplanned downtime.
- 12.1.7 Work with the State to resolve any problems and/or defects associated with PEAK.
- 12.1.8 Notify the State when operational problems and/or defects occur, describing the nature of the problem, the expected impact on ongoing functions, a corrective action plan, and the expected time of problem resolution. These notifications shall be submitted according to the State defined process.
- 12.1.9 Develop, maintain, and provide access to performance statistics required by the State to monitor all system performance requirements and standards.
- 12.1.10 Maintain and update system and operations documentation including design standards and style guide when changes are made to the system(s).
- 12.1.11 Make written recommendations on any area in which the Contractor thinks improvement(s) can be made for PEAK.
- 12.1.12 Perform required security activities such as backups, contingency planning, and audits for PEAK as required by the State.
- 12.1.13 Develop enhancements to the existing platform as requested by the State.
- 12.1.14 Provide updates and changes to the existing Content Management functionality (PEAK online communications).
- 12.1.15 Manage maintenance activities through scheduled outages of PEAK.
- 12.1.16 Monitor and maintain all PEAK related web services.
- 12.1.17 Maintain PEAK's Questions Spreadsheet (QSS), Reference Tables, Page Specifications, and Online Help documentation.
- 12.1.18 Provide annual recommendation for current and future technology.

12.2 Contractor Deliverables:

- 12.2.1 PEAK Project Plan that includes all changes to the system planned for the coming six months
- 12.2.2 PEAK Maintenance Plan that includes a schedule of patches, upgrades, configuration changes, licenses and certificate renewals, and regular maintenance planned for the coming six months.
- 12.2.3 Accurate and complete system documentation including PEAK design standards and style guide updated to coincide with deployment of changes to Production.
- 12.2.4 Report of system performance with graphics displaying performance measures for State-specified time periods.
- 12.2.5 Comprehensive report on explaining production performance that is less than the State's approved standards including any issues along with proposed resolutions.
- 12.2.6 For any and all changes to the production system, a playbook for all system changes that includes all steps necessary to ensure complete deployment and return to operational status including a back out plan. A draft must be submitted 2 weeks prior to scheduled builds with a final submitted 2 days before. For unscheduled builds, the playbook must be submitted no later than 3 hours prior to the build activities.
- 12.2.7 Annual Configuration Management Plan for PEAK.
- 12.2.8 Annual PEAK Performance Report.

12.3 Performance Measures:

Contractor performance will be measured on the Contractor's ability to maintain PEAK and system documentation to State and Federal requirements and to respond to system emergencies.

12.4 Monitoring:

Contractor performance will be monitored through review of deliverables, compliance with approved processes and through the measurement of defects in production and new code delivered to the State for testing.

12.5 State Responsibilities:

- 12.5.1 Provide a primary contact to serve as a subject matter expert for PEAK technical architecture.
- 12.5.2 Serve as a liaison between the Contractor and other State agencies, the State, and Federal agency representatives.
- 12.5.3 Review and approve any and all changes or modifications to PEAK.
- 12.5.4 Review and approve any recommendations for PEAK future technology and/or enhancements.
- 12.5.5 Provide critical system supplies and/or middleware.
- 12.5.6 Review and approve Contractor deliverables.

13 MOBILE APPLICATIONS OPERATIONS AND MAINTENANCE

The PEAKHealth application interfaces with CBMS in the same way as PEAK, but the features are limited to mobile friendly functionality. While the PEAKHealth application is currently the only downloadable application associated with the CBMS/PEAK project, the State expects that more mobile applications will be deployed as Departments develop and evolve mobile strategies based on specific program needs. As a result, the Contractor must be able to design, develop, implement, enhance and maintain a variety of mobile applications to keep them relevant and consistent with user expectations for mobile applications.

13.1 Contractor Responsibilities:

- 13.1.1 Create and provide a detailed mobile maintenance plan to be reviewed and approved by the State prior to implementation.
- 13.1.2 Adhere to the Mobile Application Style Guide approved by the State, outlining common language, linguistic nuances, and PEAK specific grammar to be used consistently throughout all CBMS-related mobile applications.
- 13.1.3 Assist the State in the creation and maintenance of the State's mobile application vision/roadmap that aligns with the vision/roadmap for PEAK.
- 13.1.4 Create and maintain a project plan outlining a detailed timeline for system maintenance and enhancements.
- 13.1.5 Resolve application defects and bugs.
- 13.1.6 Provide a root cause analysis and corrective action plan for any incident or circumstance where the mobile application is not accessible or functioning as designed with an impact on users.
- 13.1.7 Maintain the existing web interfaces required to ensure mobile applications functionality is operational between CBMS, Connect for Health Colorado, and any state and federal systems (SSA, IEVS) used to determine real time eligibility or to allow for any future and existing manage "My Account" functionality.
- 13.1.8 Manage the changes needed to support federal and state regulations for PEAKHealth and any future mobile applications.
- 13.1.9 Generate and distribute monthly standard performance reports for the State.
- 13.1.10 Monitor PEAKHealth and any future mobile applications performance without loss to current functionality.
- 13.1.11 Provide security system data backup and support as necessary.

13.2 Contractor Deliverables:

- 13.2.1 Mobile Application Maintenance Plan
- 13.2.2 Design Standards
- 13.2.3 System status reports
- 13.2.4 Catastrophic Contingency Plan
- 13.2.5 Maintenance Communications Plan

- 13.2.6 Monthly System Reports
- 13.2.7 Monthly Quality Assurance Reports

13.3 Performance Measures:

Contractor Performance will be measured on the Contractor's ability to maintain mobile applications and documentation according to State and Federal requirements and to respond to system emergencies.

13.4 Monitoring:

Contractor performance will be monitored through review of deliverables, compliance with approved processes and through the measurement of defects in production and new code delivered to the State for testing.

13.5 State Responsibilities:

- 13.5.1 Provide a primary contact to serve as a subject matter expert for mobile applications.
- 13.5.2 Serve as a liaison between the Contractor and other State agencies, the State, and Federal agency representatives.
- 13.5.3 Review and approve any and all changes or modifications to mobile applications.
- 13.5.4 Review and approve any recommendations for mobile application future technology and/or enhancements.
- 13.5.5 Review and approve Contractor deliverables.

14 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

The Electronic Document Management System (EDMS) provides a method to upload, view and print documents from a central electronic repository of eligibility documentation. Currently, EDMS is on a Perceptive platform. The EDMS upload function is located in Colorado PEAK and allows for the upload by the applicant/client of required documents needed for eligibility determination. The uploaded documents are then available in CBMS for viewing and storage for the specific case and/or individual. The uploaded documents are also available in PEAK for the applicant/client to view.

EDMS documents are stored by a third-party contractor with connectivity to CBMS and PEAK.

Contractor must provide ongoing operations and maintenance support for the State's EDMS online upload process, and view capabilities in PEAK, while the same uploaded documents are to be available to view and print in CBMS. The Contractor must maintain, create and manage all EDMS functions working in conjunction with the EDMS vendor.

14.1 Contractor Responsibilities:

- 14.1.1 Maintain and support any new or existing EDMS functions that are components of either CBMS or any of its related applications.
- 14.1.2 Manage CBMS changes or those requested for any related applications to support state and federal needs.
- 14.1.3 Ensure functionality in CBMS to access uploaded documents is available to CBMS users.
- 14.1.4 Support and maintain functionality to upload documents from a mobile device through PEAK.
- 14.1.5 Ensure CBMS is automatically updated with specific document types or verification sources when documents are uploaded via PEAK.
- 14.1.6 Provide secure access to uploaded documents to ensure confidentiality and privacy protection.
- 14.1.7 Provide problem and defect resolution of EDMS issues in a timely manner based on the SLA negotiated timeframe.

14.2 Contractor Deliverables:

- 14.2.1 Written documentation is to be submitted to the State for new and change updates to EDMS.

- 14.2.2 Provide analysis to the State on new or improved technology for advancement of EDMS.

14.3 Performance Measures:

Electronic Document Management System activities will be measured against Contractor Responsibilities and Contractor Deliverables assigned to this area.

14.4 Monitoring:

Contractor performance will be monitored through review of deliverables, compliance with approved processes and through the measurement of defects in production and in new code delivered to the State for testing.

14.5 State Responsibilities:

- 14.5.1 Provide a primary contact to serve as a subject matter expert for EDMS.
- 14.5.2 Serve as a liaison between the Contractor and other State agencies, the State, and Federal agency representatives.
- 14.5.3 Review and approve any and all changes or modifications to EDMS.
- 14.5.4 Review and approve any recommendations for EDMS future technology and/or enhancements.
- 14.5.5 Review and approve Contractor deliverables.

15 SHARED ELIGIBILITY SYSTEM (SES)

The Contractor will operate and maintain the SES including all current and future SES functions. The Contractor will also make enhancements or changes to the SES, as required by the State.

15.1 Contractor Responsibilities:

- 15.1.1 Design, develop and implement changes to SES to support State and Federal needs.
- 15.1.2 Monitor SES performance to ensure no loss of current functionality.
- 15.1.3 Conduct all activities in relation to the SES in a manner consistent with State-approved Change Control processes and using the approved SDLC methodology.
- 15.1.4 Provide ongoing system support to ensure the system functionality listed above is available and functioning correctly based on the approved design for CBMS/SES and PEAK.
- 15.1.5 Provide analysis on new or improved technology for the SES.
- 15.1.6 Maintain the functionality between CBMS, Connect for Health Colorado, and PEAK to allow for a shared eligibility determination through the SES.
- 15.1.7 Maintain the interfaces and integration between CBMS and related applications and Connect for Health Colorado including responsibilities for maintaining APTC, QHP, CSR & Catastrophic rules, eligibility, benefit calculations and client correspondence.
- 15.1.8 Coordinate testing in Connect for Health Colorado environments, including repointing and reconfiguring of test environments, staging of test data and general testing support.

15.2 Contractor Deliverables:

- 15.2.1 Project documentation required under the Integrated Change Process.
- 15.2.2 Written recommendations for enhancements to the existing platform.
- 15.2.3 Written recommendations that promote integration with Connect for Health and other systems.

15.3 Performance Measures:

Contractor Performance will be measured on the Contractor's ability to maintain SES and system documentation according to State and Federal requirements and to respond to emergencies.

15.4 Monitoring:

Contractor performance will be monitored through review of deliverables, compliance with approved processes and through the measurement of defects in production and in new code delivered to the State for testing.

15.5 State Responsibilities:

- 15.5.1 Provide a primary contact to serve as a subject matter expert for SES.
- 15.5.2 Review and approve deliverables outlined above.
- 15.5.3 Detail all State communications related to SES Communications Plan.
- 15.5.4 Review and validate all projects' testing results including automation test results.

16 REPORTING AND DATA ANALYTICS

The Contractor will provide ongoing operations and maintenance for Reporting and Data Analytics.

16.1 Contractor Responsibilities:

- 16.1.1 Maintain reporting infrastructure that enables executives of the State to maintain effective control over program eligibility results.
- 16.1.2 Provide timely access to detailed annual budget summaries.
- 16.1.3 Maintain CBMS, PEAK and all related applications databases.
- 16.1.4 Maintain and update the existing extract, transform and load processes.
- 16.1.5 Maintain and update COGNOS business intelligence solution and reports.
- 16.1.6 Maintain and update existing reports and graphics associated with each report on a regular basis.
- 16.1.7 Maintain and make updates to CBMS data model and documentation for report parameters and designs for each report.
- 16.1.8 Operate the CBMS analytics with minimal disruption.
- 16.1.9 Conduct ongoing reporting optimization.
- 16.1.10 Provide knowledge transfer to the State on all database configuration activities and optimization activities.
- 16.1.11 Make recommendations to improve the Reporting configuration to the State.
- 16.1.12 Maintain system documentation in an approved State document repository. This includes report documentation with parameters and designs.
- 16.1.13 Maintain the existing functionality of the Report Production Process.
- 16.1.14 Provide maintenance of the COGNOS business intelligence tool set.
- 16.1.15 Deliver all reports on a variety of media and formats that would allow data to be reformatted or exported into other electronic formats including, but not limited to, CSV, PDF and Excel formats.
- 16.1.16 Monitor the CBMS report production to ensure that all reports, including copies, are readable, accurate, and delivered on schedule to the State.
- 16.1.17 Ensure the accuracy of all newly developed reports, including, but not limited to, calculations and completeness of data used as input.
- 16.1.18 Maintain access to historical versions of pre-defined reports.
- 16.1.19 Maintain existing functionality for archive and retrieval of pre-defined reports.
- 16.1.20 Retrieve and restore archived reports as requested by the State.
- 16.1.21 Limit accessibility to reports and data according to security specifications dictated by the State.
- 16.1.22 Support interfaces to other internal or external DSS such as program specific DSS databases and off site DSS databases.
- 16.1.23 Add additional fields to the DSS at the request of the State at no additional cost.
- 16.1.24 Monitor COGNOS Production Services and report all errors and anomalies to the State.
- 16.1.25 Provide State-defined extract files, on request, to the State to support special reporting needs within 5 business days of the date requested.
- 16.1.26 Maintain the Logical/Physical Data Model
- 16.1.27 Update and maintain the Analytics Operations Manual.

- 16.1.28 Provide a schedule for all reporting maintenance activities to be reviewed and approved by the State.
- 16.1.29 Provide Data Dictionary that maps access to all fields in every screen of CBMS, PEAK and related applications.

16.2 Contractor Deliverables:

- 16.2.1 Monthly Operations Status Report
- 16.2.2 User documentation updates as needed to the State for review and approval.
- 16.2.3 Case Management Data Report
- 16.2.4 Benefits Verification Report
- 16.2.5 Court Reports, both weekly and monthly
- 16.2.6 Administration Activity Report
- 16.2.7 Provide State-defined extract files, on request, to the State to support special reporting needs within 5 business days of the date requested

16.3 Performance Measures:

Reporting and Data Analytics will be measured based on the timeliness and accuracy of the reports provided. Federal reporting will be reviewed by the State based on requirements and Federal reporting standards. Data Dictionary should be updated whenever screens are modified/updated and must be accessible to all state CBMS staff.

16.4 Monitoring:

The State will review all reports and Data Analytics deliverables submitted by the Contractor to the State.

16.5 State Responsibilities:

- 16.5.1 Provide a State Subject Matter Expert to work with the Contractor.
- 16.5.2 Provide reporting templates and standards to the Contractor.
- 16.5.3 Review all reports and Data Analytics deliverables submitted by the Contractor to the State.
- 16.5.4 Approve the Data Analytics Operations Manual when updates and/or changes are made to the existing document.
- 16.5.5 Review and approve the Contractor planned maintenance schedule(s).
- 16.5.6 Request changes, modifications and enhancements to reports and reports functionality as set forth in RFP Section 6.25.

17 HCPF CUSTOMER CALL CENTER MAINTENANCE AND SUPPORT

The IVR and CRM technologies require ongoing operations and maintenance to troubleshoot system defects, address system changes due to new federal or state regulations and to implement system enhancements based on new innovations and new technology.

17.1 Contractor Responsibilities:

- 17.1.1 Perform enhancements to CRM and IVR systems.
- 17.1.2 Maintain and update information available from the CRM to PEAK.

17.2 Contractor Deliverables:

- 17.2.1 Project Training materials and knowledge transfer
- 17.2.2 Functionality Training (supervisors and/or end users)

17.3 Performance Measures:

Contractor Performance will be measured on the Contractor's ability to maintain and update information available to the CRM from PEAK.

17.4 Monitoring:

Contractor performance will be monitored through review of deliverables, compliance with approved processes and through the measurement of defects in production and new code delivered to the State for testing.

17.5 State Responsibilities:

- 17.5.1 Operate the call center,
- 17.5.2 Define data needs and
- 17.5.3 Set call center priorities.

18 PRODUCTION SUPPORT

CBMS and related applications are supported by the OIT Service Desk including business processes that align with the current CBMS, PEAK and all related applications environment. The OIT Service Desk is the first point of contact for the County and State users by email, phone, and self-service and provides critical links between the County and State users of IT hardware, software and system applications, and technical support when problems occur or questions arise. The CBMS/PEAK Support Team process starts with an issue related to CBMS/PEAK provided information technologies and ends with a resolution agreed upon by State approving authorities. A consistent process at the CBMS/PEAK Support Desk improves service levels and customer satisfaction by:

- Providing timely, quality, expert services to all customers.
- Providing immediate assistance and problem resolution, when possible, by accurately identifying the problem and providing pertinent information.
- Maximizing efficiency by streamlining processes and maintaining an accurate, current, and thorough knowledge base.
- Providing communication tools to assist the users with accurate ticket tracking, state- wide trend analysis, and scenario targeted troubleshooting techniques.
- The State uses CA Service Desk which provides a tool that is used to track all Help Desk Tickets (Incidents, Problems, Request and Change Orders). The Contractor must use CA Service Desk for this purpose.
- The OIT Service Desk operates from 7:00 am to 5:00 pm Monday through Friday. There is an after- hours escalation for CBMS outages outside the main operating hours. The Contractors will need to follow the State-provided escalation criteria.

The vendor will be held responsible for all defects, even if the defect was caused by a separate system change, as long as it can be proven that it goes against a documented system requirement. If there is no documented requirement to contradict how the system is functioning, then the HDT is resolved as Functioning as Designed. It is the responsibility of State to ensure that there will be no negative impact to the system based on the requirements defined to be implemented.

18.1 Contractor Responsibilities:

- 18.1.1 Work with the State to keep end-users informed of scheduled downtimes and other problems/outages.
- 18.1.2 Follow the defined OIT Service Desk Service Level Agreements.
- 18.1.3 Ticket management of the service desk incidents, requests, problems and change orders.
- 18.1.4 Respond to calls from the OIT Service Desk for Priority One issues occurring before 7:00 a.m. or after 5:00 p.m. Monday through Friday, on Saturdays, on Sundays, and on holidays. The Contractor production support team must also be able to receive user calls and service desk tickets for normal processing during these times.
- 18.1.5 Receive and resolve CBMS/PEAK and related applications and environments system issues that are transferred to the Contractor production support team from the OIT Service Desk, CBMS/Peak Support Team and Program Area Teams.
- 18.1.6 Utilize the State's Service Desk system for recording tickets and researching and resolving issues.
- 18.1.7 Troubleshoot, update and resolve the service desk tickets. (Working with the appropriate teams to identify if a defect or functioning as designed)
- 18.1.8 Call end user back with the resolution of Priority 1 tickets. All other Priority tickets follow another flow.

- 18.1.9 Follow the OIT Service Desk processes, including the State Incident and Problem Management Process, Change Order Process, Major Incident Management Policy, Defect Management Process and Ticket Management procedures.
- 18.1.10 Identify Parent tickets for Priority 1 issues and notify the appropriate groups of the parent ticket. Also identify the impact of the issue and document in the ticket and notify the appropriate program area so they can determine how soon this needs to be fixed.
- 18.1.11 Provide thorough research and analysis on ticket resolution in detail and document the resolution explanation and description on the ticket record in Service Desk.
- 18.1.12 If an HDT is resolved without any defect updates, provide step-by-step explanation of the resolution.
- 18.1.13 Assist County and State staff with HDT resolution processes in order to streamline ticket resolutions.
- 18.1.14 Assist UAT and SIT testing effort by providing Knowledge Transfer when appropriate.
- 18.1.15 Work with the program policy staff to understand the policy regarding priority tickets.
- 18.1.16 Generate and provide weekly and monthly Help Desk Ticket Status Reports to the State. This report will include summary data on ticket resolution across locations, data by location (both omitting the names of employees at site of origin), and upon request, the tracking log for that month. Only the tracking log needs to retain employee names.
- 18.1.17 Analyze Help Desk tickets to identify trends and report those findings to the State.
- 18.1.18 Contractor Help Desk personnel attend monthly meetings for information sharing with CBMS/PEAK Support Team.
- 18.1.19 Attend daily huddle meetings with the Tier II staff to identify any known issues coming in or updates on known issues.
- 18.1.20 Identify inefficiencies and service gaps and make recommendation based on the outcome.
- 18.1.21 Make recommendations to the State on current Help Desk business processes.
- 18.1.22 Complete change order data fixes if related to an incident within the target resolution timeframe or within 3 days if not associated with an incident.
- 18.1.23 Complete all COGNOS access requests within 3 days.

18.2 Contractor Deliverables:

- 18.2.1 Monthly Production Support status report.
- 18.2.2 Monthly Report of Defects identifying tickets and issues linked to code changes deployed to production.
- 18.2.3 Monthly Statistical Report showing age of tickets and average ticket turnaround times following any project implementation.
- 18.2.4 Monthly Help Desk Trends report with recommendations to address issues.
- 18.2.5 Weekly report of parent tickets created and known issues, with status of the ticket and impact to CBMS/PEAK.

18.3 Performance Measures:

The following key activities will be measured along with the deliverables:

- 18.3.1 Support for all issues arising during normal business hours.
- 18.3.2 Support for all issues that fall outside normal business days and respond to calls during this time within 15 minutes.
- 18.3.3 Work and resolve service desk priorities within the State specified time frames as defined in the SLAs or as otherwise specified by the State.
- 18.3.4 Work and resolve each change order ticket within the State specified time frames as defined in the SLAs or as otherwise specified by the State.

18.4 Monitoring:

Contractor performance will be monitored through review of deliverables, compliance with approved processes and through the measurement of defects in production.

18.5 State Responsibilities:

- 18.5.1 Provide knowledge transfer to the Contractor on the current OIT Incident Management processes and environments.
- 18.5.2 Provide access to the Help Desk software and reporting tools.
- 18.5.3 Manage and operate the OIT Service Desk.
- 18.5.4 Manage and operate the CBMS/PEAK Support Team.
- 18.5.5 Provide training on the Incident and Problem Management Process, Change Order Process, Major Incident Management Policy, Ticket Management, and any other State processes necessary to carry out the required responsibilities for this task.
- 18.5.6 Provide training on the State's Service Desk.
- 18.5.7 Review defects and prioritize tickets for resolution.
- 18.5.8 Review trends of Help Desk tickets and issues collaborating with Contractor on approaches to eliminate or reduce causes.

19 DOCUMENT MANAGEMENT

The State uses a repository-based change and configuration management (CCM) solution called Perforce, to capture, store, and index system documentation created by both the State and the Contractor. This solution contains all technical, system, and other pertinent documentation including system code and utilizes navigation and query tools to retrieve existing documents.

19.1 Contractor Responsibilities:

- 19.1.1 Maintain the existing functionality of the current Document Management tool.
- 19.1.2 Provide resource estimates and recommendations related to improvements/enhancements to the software and/or the processes.
- 19.1.3 Utilize the existing repository for the storage of all CBMS documentation.
- 19.1.4 Browse and search capabilities shall be provided to permit users to easily locate specific information in the document repository.
- 19.1.5 Deliver original hardcopies of documentation upon request by the State.
- 19.1.6 Provide the State with access to maintain and store documentation, e.g., client correspondence templates.
- 19.1.7 Maintain all documentation indefinitely unless otherwise specified by the State.
- 19.1.8 Provide training on the Document Management tool to identified State staff as requested by the State.
- 19.1.9 Make written recommendations on any area in which the Contractor or State thinks improvements can be made.

19.2 Contractor Deliverables:

- 19.2.1 Project documentation required under RFP Section 6.25.
- 19.2.2 Build and Release Notes
- 19.2.3 Configuration Management documentation
- 19.2.4 Data Dictionary
- 19.2.5 Production Emergency documentation
- 19.2.6 Help Desk Features and documentation
- 19.2.7 Erwin Data Models
- 19.2.8 Page Specifications
- 19.2.9 System process documentation including all batch processes
- 19.2.10 Project Change Request(s)
- 19.2.11 Interface Workbooks
- 19.2.12 Reports and instructions
- 19.2.13 Web Services documentation
- 19.2.14 Rules documentation

- 19.2.15 Middleware documentation
- 19.2.16 Maintenance and Upgrade documentation
- 19.2.17 Security documentation

19.3 Performance Measures:

Contractor performance will be measured based on content completeness, accuracy, and timeliness.

19.4 Monitoring

Through active review of documentation, the State will observe the Contractor's performance. Documentation accuracy and completeness will be measured through project testing prior to deployment and as determined by the State.

19.5 State Responsibilities:

- 19.5.1 Designate a contact lead to answer questions and work with the Contractor to resolve issues surrounding this area of functionality.
- 19.5.2 Store and maintain document templates in the Document Management tool.
- 19.5.3 Conduct ongoing audits of the Document Management tool content.
- 19.5.4 Provide information and training on what documentation should be maintained in the Document Management tool.
- 19.5.5 Provide guidelines for retention time frames for documentation.
- 19.5.6 Review and approve documents and provide written recommendations for improvements.

20 COMMUNICATIONS

Currently, CBMS, PEAK and all related applications have an established Communications Management Process. This process is used to communicate changes, updates, outages, as well as enhancements deployed to CBMS, PEAK and all related applications. The Contractor must adhere to the established communications guidelines in order to deliver effective communications.

20.1 Contractor Responsibilities:

- 20.1.1 The Contractor shall ensure that all information provided is accurate and written to meet the needs of the State.
- 20.1.2 The Contractor shall provide project release information that is clear, concise, timely, and reflects the needs of the State.
- 20.1.3 Provide support to the State and users after every major release by monitoring activity, researching issues and answering questions related to the production functionality and performance.

20.2 Contractor Deliverables:

The Contractor must deliver to the State a Communications Management Plan and work with the State's communications team to get approval. The Communications Management Plan must include the following deliverables:

- 20.2.1 A Communication Management Plan to be reviewed and approved by the State.
- 20.2.2 Provide release notes and/or system functionality specifications to the Communications Management Team.
- 20.2.3 Release notes for Help Desk Ticket resolution(s).
- 20.2.4 Outage Schedules (UPA, Training environments, PEAK, CBMS and testing environments).

20.3 Performance Measures:

Performance measures for this key activity will be measured by the clear, concise, timely content that reflects the needs of the various audiences.

20.4 Monitoring:

Contractor performance will be monitored through review of deliverables and feedback from the intended audiences of the communication.

20.5 State Responsibilities:

- 20.5.1 Review and approve Communications Management Plan
- 20.5.2 Maintain a list of all projects on the work plan and scheduled for deployment.
- 20.5.3 The State will provide consistent communications with CBMS Stakeholders and end users based on the release notes, updates, and changes to CBMS, PEAK and all related applications.
- 20.5.4 Review and approve Help Desk Ticket resolutions to be deployed.
- 20.5.5 Provide templates and background material to the Contractor to provide context for communications.
- 20.5.6 Provide a State lead to answer questions and provide information on communications management processes.
- 20.5.7 Provide historical release notes for review.

21 QUALITY ASSURANCE AND QUALITY CONTROL

Quality management reinforces the likelihood of project success. Quality management planning, quality control, quality assurance, and continuous process improvement must be viewed by the project team as an integral part of project execution and must be performed during the life of the project. Key activities related to Quality Assurance/Quality Control (QA/QC) must take place from project initiation to its close, and updates should be made to the processes as necessary.

21.1 Contractor Responsibilities:

- 21.1.1 Integrate QA/QC services into CBMS processes
- 21.1.2 Define and implement quality standards for all deliverables and test plans and check completeness of all deliverables and all test results.

21.2 Contractor Deliverables:

- 21.2.1 Quality Management Plan outlining the measures proposed or implemented to ensure or improve quality of service.
- 21.2.2 Quality Assessment procedures for reviewing deliverables associated with system change.
- 21.2.3 Detailed lists of entry and exit guidelines to consider when moving between phases in a project.
- 21.2.4 Lessons Learned Report submitted no later than 45 days after any major build outlining potential process improvements to improve quality in future builds.

21.3 Performance Measure:

The vendor's performance will be measured against the approved Plan. Once the plan has been reviewed and approved by the State the Plan will be used as a tool that, when the plans are followed, will allow for a timely, accurate implementation by the State and Contractor.

21.4 Monitoring:

The State will conduct monitoring against the performance and implementation of the Plan by reviewing the processes and reports, by periodic review of documentation and through the measurement of defects in production and in new code delivered to the State for testing.

21.5 State Responsibilities:

- 21.5.1 Review and approve the Plan and make recommendations if necessary.
- 21.5.2 Review Lessons Learned documentation.
- 21.5.3 Provide existing templates and Quality Assurance documentation.
- 21.5.4 The State will review, make recommendations and approve the process.

22 SOFTWARE TESTING AND SOFTWARE DEVELOPMENT TEST PLAN

The Contractor must provide and maintain test environments for CBMS, PEAK and other related applications to include Integration Test, System Integration Test, Regression Test, Performance Test, and User Acceptance Test.

Currently, the State conducts all UAT activities and the Contractor will be responsible for coordinating all testing activities with UAT during test executions and certifications associated with any build and/or release to the production environments. The Contractor must follow all State testing processes and make recommendations to the UAT test manager as needed.

22.1 Contractor Responsibilities:

22.1.1 Provide and execute the following testing activities and testing results for CBMS, PEAK and other related applications:

- 22.1.1.1 Unit Testing
- 22.1.1.2 System Integration Testing (SIT)
- 22.1.1.3 Interface Testing
- 22.1.1.4 Automation Testing
- 22.1.1.5 Regression Testing
- 22.1.1.6 Load Testing
- 22.1.1.7 System Performance Testing
- 22.1.1.8 Security Testing and Interface Security Testing

22.1.2 Provide and maintain a living Test Plan that can be updated and modified throughout the life of the contract. This documentation must be aligned with the tasks and duties associated with test planning and test executions.

22.1.3 Provide ongoing communications on how to handle aging defects during testing

22.1.4 Provide a Defect Trend Reporting throughout each test cycle.

22.2 Contractor Deliverables:

22.2.1 List of test environments used

22.2.2 List of testing tools used by whom and how frequently

22.2.3 List of defect tracking tools

22.2.4 Method by which defects will be recorded, triaged, fixed and retested and the time frame for each phase of testing.

22.2.5 A detailed description of the roles and responsibilities of each Contractor test member (position) including skill level and familiarity with the software test life cycle prior to acceptance of contract.

22.2.6 Detailed roles and responsibilities of the Contractor test manager.

22.2.7 Requirements Traceability matrix of test scenarios to requirements prior to the start of SIT for each release. This must be approved by the State prior to the start of testing.

22.2.8 Detailed Test Report at the end of system test that will contain what was tested, how it was tested, scenarios written, executed or invalidated, defects raised and resolved.

22.2.9 Estimation guide for testing hours that outlines how system test effort is planned and estimated

22.2.10 Provide the following testing activities and submit the results to the State:

22.2.11 Weekly Defect Reports including priority of defect

22.2.12 Weekly Testing Status Report

22.3 Performance Measures:

22.3.1 A Detailed Test Plan will be delivered by the Contractor for each release (both major and minor) prior to code delivery to the system test environment.

22.3.2 Further the Contractor performance will be measured on the Contractor's ability to adhere to the Software Testing Life Cycle (STLC) timelines and the below factors:

22.3.3 Impact of requirements changes and defect management on STLC timelines.

22.3.4 Defect Age (time from defect confirmation to defect resolution).

- 22.3.5 Defect Trends (what types of defects consistently recur from one implementation to another).
- 22.3.6 Defect Density (number of defects prior to and post implementation).
- 22.4 Monitoring:
 - 22.4.1 The State will have the option to monitor all defect meetings.
 - 22.4.2 The State will also be responsible for monitoring all certification activities conducted by the Contractor prior to implementation.
 - 22.4.3 The State will review and approve all Contractor Deliverables identified above
- 22.5 State Responsibility:
 - 22.5.1 Provide a defect tracking tool, test management software package, automation tool, documentation repository, and defect triage priority guidelines.
 - 22.5.2 Perform any/all User Acceptance Testing prior to deployment to Production.
 - 22.5.3 Review and approve the Test Plan.

23 RISK AND ISSUE MANAGEMENT

A Risk is an unknown circumstance or event that, if it occurs, may have a negative impact. An issue is the occurrence of a circumstance or event that will negatively impact any project, functionality, or the State in general.

- 23.1 Contractor Responsibilities:
 - 23.1.1 Identify risks and/or issues related to specific projects, the maintenance and operation of the systems, applications and functionality covered by the contract, and to the overall CBMS program operated by the State.
 - 23.1.2 Document risks and issues in the State approved risk tracking tool.
 - 23.1.3 Notify the State when risks or issues are identified and documented.
 - 23.1.4 Mitigate and/or eliminate risks assigned to the Contractor.
- 23.2 Contractor Deliverables:
 - 23.2.1 For each risk or issue identified by the Contractor, the Contractor must provide the following:
 - 23.2.1.1 Risk description
 - 23.2.1.2 Trigger event
 - 23.2.1.3 Impact description and impact date
 - 23.2.1.4 Risk Response Plan and target resolution date
 - 23.2.1.5 Identification of associated risks or issues
 - 23.2.1.6 Resolution, if assigned to the Contractor
 - 23.2.2 Comprehensive System Risk Management Plan as requested by the State
 - 23.2.3 A periodic Risk Assessment report at an agreed upon schedule negotiated by the Contractor and the State.
- 23.3 Performance Measures:

The vendor's performance will be measured based on the Contractor's ability to mitigate risks assigned to the Contractor and to thoroughly document risks to inform the State.
- 23.4 Monitoring:

The State will conduct monitoring against the performance and risk mitigation by reviewing the processes and reports.
- 23.5 State Responsibilities:
 - 23.5.1 Allow Contractor input into the prioritization of the risks and provide approvals of resolutions associated with the identified risk.
 - 23.5.2 Review all identified risks
 - 23.5.3 Approve Mitigation Plans provided by the Contractor

- 23.5.4 Provide the risk tracking tool (Clarity)
- 23.5.5 Review and approve Risk Plan
- 23.5.6 Review and approve Risk Assessment Report
- 23.5.7 Review Risk Tracking Logs on a weekly basis

24 CBMS CHANGE CONTROL PROCESS

At a cost beyond the base maintenance and operations cost, the Contractor will be required to make changes, modifications or enhancements to existing functionality. The State does not consider this work to be a part of the operations and maintenance only in that it will be funded IN ADDITION to the cost for maintenance and operations.

The State has an Integrated Change Control Process in place for all changes and modifications to CBMS, PEAK and all related applications. The Contractor must adhere to this process and participate in discussions regarding possible improvements to the process. The State expects a volume of system and application changes to average out to roughly 40,000 vendor hours for each major release. Major releases are currently scheduled for one major release every three months or quarterly. The funding for these changes will be in addition to the base cost for maintenance and operations under this Statement of Work. The responsibilities outlined in this section will apply to any and all changes, modifications and enhancements made to existing functionality in CBMS, PEAK or any related systems as well as any new functionality requested by the State.

The State will request changes to the software requirements and specifications. During the course of ordinary business, at a minimum, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the additional services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If anyone other than State-designated staff members requests or directs the Contractor to perform any services/deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be out of scope Services/Deliverables and not new work, and the Contractor shall not be compensated for such out-of-scope activities.

24.1 Contractor Responsibilities:

- 24.1.1 Adhere to the Integrated Change Process established by the State.
- 24.1.2 Make enhancements and modifications to the system as required by the State.
- 24.1.3 Provide a project manager to lead the build schedule, summits, and gather relevant information from agencies.
- 24.1.4 Provide business analysts to facilitate the elicitation of requirements and to draft Business Requirements documentation.
- 24.1.5 Provide an estimate of the level of Contractor effort required to design, develop and test the changes.
- 24.1.6 Provide a project plan setting forth project tasks and milestones along with a schedule and milestone dates to complete the project.
- 24.1.7 Facilitate Joint Application Design sessions, as needed or requested by the State.
- 24.1.8 Develop and submit a technical design which details the changes to be made to meet the business requirements. This design should also identify all system components and documentation which must be created, updated or changed and how that will be done to meet the business requirements.
- 24.1.9 Make the changes as set forth in the State-approved technical design.
- 24.1.10 Maintain the requirements traceability matrix which ties each requirement to specific testing scenarios.
- 24.1.11 Unit test all changes demonstrating successful development of the design.
- 24.1.12 System test all changes demonstrating successful integration of the design into the overall system functionality, meeting the business requirements without degrading of

other system functionality. Specific requirements for System Testing are set forth in RFP Section 6.23.

24.1.13 Prepare and maintain a requirements traceability matrix for each project to change, modify or enhance any functionality covered by this contract.

24.1.14 Conduct walkthroughs for project deliverables to confirm requirements have been met.

24.2 Contractor Deliverables:

24.2.1 For each project requested by the State, the Contractor will deliver:

24.2.1.1 Detailed Business Requirements document

24.2.1.2 Level of Effort based on the business requirements

24.2.1.3 Project plan and schedule of tasks and milestones

24.2.1.4 Technical Design documentation

24.2.1.5 New or revised system documentation based on the Technical Design

24.2.1.6 Certification of successful unit test

24.2.1.7 Certification of successful system integration test. Specific deliverables for System Testing are set forth in RFP Section 6.23.

24.3 Performance Measures:

24.3.1 Contractor performance will be measured on Contractor's adherence to the State's Integrated Change Process, timeliness of project deliverables and the quality of the code delivered to meet the project requirements.

24.3.2 Code defects will be measured against lines of code changed and based on potential impact to client eligibility, benefit payments and user workload impact.

24.3.3 For changes to client-facing applications, defects will also be weighed based on the usefulness of the application by the client.

24.4 Monitoring:

Through active participation in the software development life cycle and the change process, the State will observe the Contractor's performance. Code quality will be measured through testing prior to deployment and defects found in production.

24.5 State Responsibilities:

24.5.1 Maintain, review, assess and modify the change process.

24.5.2 Provide high level business requirements for each requested change.

24.5.3 Participate in requirements elicitation to assist the Contractor in the development of the business requirements to be set forth in the Business Requirements documentation.

24.5.4 Approve the Business Requirements documentation prior to the start of any additional work by the Contractor on the project.

24.5.5 Approve the Technical Design proposed by the Contractor prior to the start of any development of that design.

24.5.6 Test changes certified by the Contractor after system integration testing as meeting the business requirements without degrading other system functionality.

24.5.7 Authorize all changes to the Production environment, Production system, Production application and functionality prior to deployment to a production state.

25 RELEASE MANAGEMENT AND WORK PLAN

Currently one major release is scheduled every three months or quarterly. In the intervening months, minor builds limited to technical projects are implemented. A work plan is required to track builds and manage major milestone deadlines. This plan is used by the State and the Contractor to plan workload and resources necessary for successful implementation of changes. The plan will include schedules for each component (e.g. CBMS, PEAK, Mobile App). Project plans will be maintained in the project management tool used by the State.

Throughout the software development lifecycle, there are four development pipes in use feeding into the various environments used to accomplish the tasks required during the lifecycle. Release management will require coordination and execution of builds to the lower environments as well as the need to connect the various environments with the C4HCO environments for joint testing.

25.1 Contractor Responsibilities:

- 25.1.1 The Contractor will be responsible for the creation of project plans including all lower environment builds, which, when compiled, will make up the overall work plan including major and minor releases for CBMS, PEAK and all related applications.
- 25.1.2 The Contractor must maintain and update all baselines and milestones in the project management tool used by the State until the projects are deployed into production.
- 25.1.3 If Contractor determines that schedules and/or task dates require modifications, the Contractor must get approval from the State prior to implementation of the adjustment and/or changes.

25.2 Contractor Deliverables:

- 25.2.1 Project plans which include:
 - 25.2.1.1 Tasks
 - 25.2.1.2 Subtasks
 - 25.2.1.3 Duration
 - 25.2.1.4 Resources
 - 25.2.1.5 Milestones
 - 25.2.1.6 Deliverables
 - 25.2.1.7 Target Date for Milestones
 - 25.2.1.8 Target Dates for Deliverables
 - 25.2.1.9 Any other activity required for successful implementation of the project

25.3 Performance Measures:

The work plan responsibilities and deliverables will be measured based upon the volume of risks, defects and issues that result from release activities and the associated remediation activities implemented, consistent with the preceding sections to this document.

25.4 Monitoring:

The State will monitor schedule, budget and quality while working closely with the Contractor on all projects developed.

25.5 State Responsibilities:

- 25.5.1 Review and approve each project plan that will make up the work plan for all major and minor releases.
- 25.5.2 Make recommendations based on other project dependencies as well as Federal Annual projects that are required to be implemented on time.
- 25.5.3 Approve all emergency releases scheduled outside of the normal work plans.
- 25.5.4 Review and approve any and all modifications to the existing work plan(s) and make recommendations on schedule modifications.

26 TRANSFORMATION SERVICES

This service may be needed when business transformation requires improvements or upgrades to technology or functionality required to deliver services previously outlined. This task is intended to support the need to deploy new networks and services, streamline operations, business processes and improve the customer experience. The State will welcome recommendations that promote integration with Connect for Health and other systems. The Transformation Services should maximize the short and longer term benefits while minimizing disruption, risk and cost to the State.

CBMS uses business process models and concept of operations that align with and support MITA maturity goals, with future plan to implement Cloud Computing by the year of 2017. SHI Technology support will be required

along with recommendations to the State regarding configuration and other aspects of this technology in order to effectively serve the citizens of Colorado.

26.1 Contractor Responsibilities:

- 26.1.1 Analyze current functionality to determine user pain points and propose changes to improve the user experiences and reduce program error rates.
- 26.1.2 Provide information on technology trends related to human service eligibility services and public assistance delivery.
- 26.1.3 Conduct cost benefit analysis on prospective new technologies for service delivery.
- 26.1.4 Propose new technologies, when appropriate, for evaluation by the State.
- 26.1.5 Provide information on options for cost allocation methodologies used to fund human services eligibility systems.

26.2 Contractor Deliverables:

- 26.2.1 Proposals or Statements of Work which set forth the resources available from and the deliverables to be prepared by the Contractor upon approval of the State, to assist the State in implementing proposed transformation technologies and cost allocation methodologies.
- 26.2.2 Proposals for change which include the following information:
- 26.2.3 A description of the new business process, methodology and/or technology.
 - 26.2.3.1 A thorough review and a detailed explanation of the process or technology and its application to Colorado.
 - 26.2.3.2 A Cost and Benefits analysis.
 - 26.2.3.3 Examples of the process, methodology or technology in use by other states or agencies.
 - 26.2.3.4 An analysis of risks as well as a statement about the reason for recommendation.
 - 26.2.3.5 A high level timeline with key milestones recommended for successful adoption of the proposed new process, methodology and/or technology.

26.3 Performance Measures:

The Contractor's performance will be measured on the details provided in any proposal, the alignment of the proposal with the State's strategic plan and the availability of additional information as requested by the State.

26.4 Monitoring:

The State will review proposals provided and may query the Contractor regarding new technology, requesting research and information.

26.5 State Responsibilities:

- 26.5.1 Provide reasonable review and thoughtful consideration to Contractor proposals
- 26.5.2 Provide business requirements to be met by any new technologies.
- 26.5.3 Inform the Contractor of the State's strategic direction and technology goals.
- 26.5.4 Approve any and all work to be done to implement any proposal put forth by the Contractor prior to the initiation of project.

C. TURNOVER PHASE

Prior to the end of the contract, the Contractor shall provide, at no extra charge, assistance in turning over the Contractor responsibilities to the State or its agent. The process of conducting this Turnover is the Transition process to the next Contractor or the State. The State seeks a low risk turnover that has no adverse effect on the State, County Departments, Medical Assistance Sites, Interface Partners, and other CBMS stakeholders.



* Turnover Deliverables include the Turnover Plan and Turnover Resource Requirements Statement

The following subsections describe, in general terms, the operational responsibilities and performance expectations that the State has for Turnover activities.

3.1 TURNOVER

At least 18 months prior to the end of the contract, the Contractor shall submit an initial Turnover Plan and Resource Requirements Statement and designate a staff person as turnover coordinator. The final turnover plan must be approved by the State within 12 months prior to the end of the base contract term. The Turnover Coordinator shall be located onsite in the Denver Metropolitan Area throughout the Turnover period. This individual shall have a Systems Analysis and Project Management background.

3.1.1 Contractor Responsibilities:

- A. Develop and deliver a Turnover Plan to the State for review and approval. The plan will detail the approach and will include a project plan that defines tasks that must be accomplished to successfully turnover the maintenance and operation of CBMS, PEAK and all related applications to the State or its agent. The plan shall include the following items:
 - (1) The approach to Turnover including an outline
 - (2) Planned Contractor Transition activities including tasks and subtasks
 - (3) Suggested Transition activities for the State or its agent
 - (4) A Project Plan, including a schedule of events for Turnover, milestones, baseline and actual start and finish dates, and a task completion report related to the activities above.
 - (5) Staffing level plan
 - (6) Documentation update procedures to be adhered to during Turnover
- B. Develop and deliver a CBMS Turnover Resource Requirements Statement to the State, at no extra charge, that includes the resources that would be required by the State or another contractor to fully take over the Contractor functions of CBMS, PEAK and all related applications and shall include actual Contractor resources devoted to Contractor operations activities.
- C. The statement must also include an estimate of the number and type of personnel required to perform the other functions of CBMS, PEAK and all related applications. The statement shall be separated by type of activity of the personnel, including, but not limited to the following categories:
 - (1) Systems analysts
 - (2) Systems programmers
 - (3) Programmer analysts
 - (4) Administrative staff
 - (5) Policy Specialists/Business Analysts
 - (6) Help Desk Support
 - (7) Database Administrators
 - (8) Managers
 - (9) Other support staff

- D. Transfer to the State all data files and documentation pertaining to maintenance and operations of CBMS and its related applications and components.
- E. Provide to the State or a successor contractor any other information requested by the State that the State determines is necessary to facilitate a smooth turnover. The use of proprietary information that the Contractor provides shall be pursuant to the terms of §17 of the Contract.
- F. Turn over procedural and technical documentation for CBMS, PEAK and all related applications to the State, or at the State's option, a successor contractor, at no additional cost. This information includes all documentation, including user and other manuals needed to maintain CBMS, PEAK and all related applications.
- G. Transfer responsibility of the operational CBMS to the State or its agent.
- H. Provide training to the State or its designated agent with regards to the maintenance and operation activities performed by the Contractor on a schedule approved by the State.
- I. Document completion and results of each step of the Turnover Plan.
- J. Implement the Turnover Plan during the Turnover period at no additional cost to the State. The Turnover period is specifically a part of this contract or any extension thereof.

3.1.2 Contractor Deliverables:

- A. Turnover Plan.
- B. A Project Plan, including a schedule of events for Turnover, milestones, baseline and actual start and finish dates.
- C. A Task completion report related to the activities above.
- D. A Turnover Results Report following the turnover of operations. The final payment of this contract will hinge upon this requirement. This report must indicate the corrections to previously identified defects.
- E. Develop and deliver a CBMS Turnover Resource Requirements Statement.
- F. A completed list of software, any hardware, and other operating material used in the development, operations and maintenance of CBMS.

3.1.3 Performance Measures:

Contractor's performance will be measured based on the thoroughness, accuracy and completeness of knowledge transfer to the State or its agents, as well as Contractor's willingness to participate in problem solving and issue resolution during the Turnover period.

3.1.4 Monitoring

Through active participation in the Turnover activities, the State will monitor Contractor performance. Additionally, deliverables will be reviewed and assessed.

3.1.5 State Responsibilities:

- A. Designate a contact lead to answer questions and work with the Contractor to resolve issues surrounding the turnover activities.
- B. Review and approve the Turnover Plan submitted by the Contractor and provide feedback on areas where improvement is needed.
- C. Review and approve the statement of staffing and resources that would be required to take over operations.
- D. Direct the Contractor to initiate Turnover services.
- E. Review and approve the Results Report and/or provide feedback on areas where improvement is needed.
- F. Notify the Contractor of any State-identified malfunctions or defects. Anything submitted prior to the Contractor's relinquishing the code to the State or its agent is the responsibility of the Contractor and must be corrected. Defects that are generated by the Contractor are not the responsibility of any successor contractor.
- G. Ensure that State staff or designated replacement Contractor staff is available to be trained in the operation and maintenance activities per the approved Turnover Plan.

3.2 TURNOVER TASK COST:

- 3.2.1 To ensure timely and complete support of the Turnover Task, during the final year of the monthly Operations Phase, payments shall be subject to withholding. Ten percent (10%) of the monthly operations invoice otherwise due shall be withheld. All withheld funds shall be released with final payment under the contract. Such withheld funds shall accrue no interest payable to the Contractor.
- 3.2.2 Failure of the Contractor to perform the required turnover task activities shall result in partial or full forfeiture of any amounts withheld. This action however, shall not preclude the State from seeking other remedies as available in this Contract.

D. FEDERAL REGULATORY OBJECTIVES AND REQUIREMENTS

The federal rules and regulations addressed in the following subsections must be addressed by the solution and/or Contractor work products to receive federal approval and certification.

4.1 Key CMS Rules and Regulations

4.1.1. CMS Seven Standards and Conditions

Comply with the Seven Standards and Conditions, set forth by Centers for Medicare Medicaid Services (CMS), in order to receive enhanced federal financial participation (FFP). Additional information can be found at: <https://www.medicaid.gov/medicaid-chip-program-information/by-topics/data-and-systems/downloads/efr-seven-conditions-and-standards.pdf>:

A. Modularity Standard

Use of a modular, flexible approach to systems development.

B. MITA Condition

Alignment with and advancement in MITA maturity for business, architecture, and data. Additional information can be found at: <https://www.cms.gov/Research-Statistics-Data-and-Systems/Computer-Data-and-Systems/MedicaidInfoTechArch/index.html?redirect=/MedicaidInfoTechArch/>

C. Industry Standards Condition

Alignment with and incorporation of industry standards.

D. Leverage Condition

Promotes solution sharing, leveraging, and reuse of Medicaid technologies and systems within and among states.

E. Business Results Condition

Supports accurate and timely processing of claims (including claims of eligibility), adjudications, and effective communications with providers, participants, and the public.

F. Reporting Condition

Requirements for producing transaction data, reports, and performance information.

G. Interoperability Condition

Seamless coordination, integration, and interoperability with the Health Insurance Exchange (whether run by the state or federal government).

4.1.2. Mechanized Claims Processing and Information Retrieval Systems (90/10) Final Rule (CMS 2392-F)

This Final Rule released in December 2015 specifies funding requirements for the configuration and customization of COTS Software. It describes requirements for the enhanced federal funding at 90 percent for design, development and installation for new eligibility and enrollment systems, as well as, enhanced match for maintenance and operations of such systems at 75 percent as envisioned by PPACA. Specifically, COTS-related development costs at the enhanced match rate may only include the initial licensing fee and the minimum necessary to install, configure, and customize the COTS software and

ensure that other state systems coordinate with the COTS software solution. When responding to a request for the 90 percent FFP rate for a COTS product, CMS will consider whether the configuration and customization of the product would be kept to minimal levels to achieve full functionality in the most cost-effective manner. A condition for enhanced funding of COTS software is that customization of the product is minimal. Examples of minimal customization include modification of database interactions to include additional required data elements, processing of state specific but necessary business rules, and modification of interfaces to allow interoperability with existing systems or modules. If a COTS product is heavily customized, then the solution may become so unique to that state that other states are unable to reuse it, or that newer releases of that software cannot be easily integrated into the state's system, resulting in a solution that no longer meets the MITA conditions. [1]

4.1.3. Health Insurance Portability and Accountability Act (HIPAA)

Privacy and security requirements for Protected Health Information as outlined in 45 CFR Part 164 (specifically parts C and E).

4.1.4. The Health Information Technology for Economic and Clinical Health (HITECH) Act

Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules. HITECH was enacted to promote the adoption and meaningful use of health information technology.

4.1.5. PPACA (P.L. 111-148) and the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152)

Expands Medicaid coverage to millions of low-income Americans.

4.1.6. National Institute of Standards and Technology (NIST) and Federal Information Processing Standards (FIPS)

Federal security standards are currently defined in the NIST and FIPS. NIST SPs security guidelines and recommendations include both SP 800-series (computer security) and selected SP 500-series (information technology) publications directly relevant to computer security.

4.1.7. Security and Privacy Controls for Federal Information Solutions and Organizations

NIST SP800-53 Rev 4.

The CMS MARS-E Catalog of Security and Privacy Controls can be found at <https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/>.

4.1.8. Federal Information Processing Standards (FIPS)

Federal Information Security Management Act of 2002 (FISMA).

The Contractor must work with the State to meet CMS Certification for the eligibility system in accordance with any new and final rules from CMS. The Contractor may need to leverage tools offered by CMS for certification.

4.1.9 Federal Procurement

45 CFR 92.36 Procurement: "When procuring property and services under a grant, a State will follow the same policies & procedures it uses for procurements from its non-Federal funds."

45 CFR 92.36 Procurement: "The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations."

45 CFR 95.617: Software and Ownership Rights: The State will have all ownership rights in software or modifications thereof associated documentation, designed, developed, or installed with FFP.

The Federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications, and documentation.

Reference IT Guidance 2.0

45 CFR 95.605 - Contract costs are reasonable per deliverable or and within previously approved funding in APDs

45 CFR 95.605 and SMM 2080.4 Contract period is specified (Base contract and additional option years): clear description of DDI and M&O contractor responsibilities

45 CFR 95.626 Contractor cooperation for IV&V activities

1902(a)(30) Contract management and protections for State (financial penalties, payment delay, termination)

4.2. Other Key Public Assistance Programs Rules and Regulations

The Contractor must assist the State in meeting requirements of other relevant federal oversight agencies, including the following:

- 4.2.1. 45 CFR Part 260 General TANF Provisions
- 4.2.2. 7 CFR 272.10 and 272.15 for SNAP Provisions
- 4.2.3. 7 CFR 274.1 Issuance system approval standards
- 4.2.4. 7 CFR 274.8 Reconciliation and reporting
- 4.2.5. 7 CFR 277.14 Procurement standards
- 4.2.6. 7 CFR 277.18 State Systems Advance Planning Document (APD) process
- 4.2.7. 20 CFR 401-402, 404-405, and 416 for Adult Financial Provisions.

4.3. Other General Rules and Regulations

- 4.3.1. CRS 26-2-701-724 for Colorado Works
- 4.3.2. CRS 26-2-101-137 and 201-210 for Adult Financial
- 4.3.3. CMS Application Life Cycle Management (ALM)
- 4.3.4. Collaborative Environment and Life Cycle Governance - Exchange Reference Architecture (ERA) Supplement
- 4.3.5. Exchange Life Cycle model (ELC)
- 4.3.6. Federal Acquisition Regulation (FAR) clause 52.239-1
- 4.3.7. IRS Publication 1075
- 4.3.8. ISO 27001/2
- 4.3.9. 18 U.S.C. 641 Criminal Code: Public Money, Property or Records
- 4.3.10. 18 U.S.C. 1905 Criminal Code: Disclosure of Confidential Information
- 4.3.11. CFR Title 21 - Food and Drugs: Parts 1 to 1499
- 4.3.12. CFR Title 20 – Employees' Benefits Chapter III – Social Security Administration
- 4.3.13. Emergency Medical Treatment and Labor Act (EMTALA)
- 4.3.14. Freedom of Information Act (FOIA)
- 4.3.15. OMB Circular A-130, Appendix III, Security of Federal Automated Information Systems

4.3.16. Section 1011 – Federal Reimbursement of Emergency Health Services Furnished to Undocumented Aliens

4.3.17. The Deficit Reduction Act of 2005

4.3.18. The Sarbanes-Oxley Act of 2002

4.4. State Rules and Regulations

The State's security policies and standards are included at the following website:
<http://www.oit.state.co.us/ois/policies>

[1] CMS State Medicaid Directors Letter, March 31, 2016, <https://www.medicaid.gov/federal-policy-guidance/downloads/SMD16004.pdf>

5. PERSONNEL

The State may require Contractor to provide Key Personnel. If the State requires Key Personnel, the following provisions shall apply.

A. Key Personnel

Contractor shall provide resumes of Key Personnel detailing the name, years of specific experience, and skills of each individual. Key Personnel are critical to the performance of this SOW, and OIT shall approve in advance all Key Personnel assigned by Contractor to this SOW. OIT may approve substitution of Key Personnel upon Contractor's written request, if qualifications for suggested replacements are comparable with the qualifications of the Key Personnel to be replaced.

B. Contractor Designation of Proposed Key Personnel

Contractor shall provide all management, administrative, clerical, and supervisory functions over its employees required for the effective and efficient performance of this SOW. Contractor shall provide a reasonably consistent workforce during the performance of this SOW. Personnel assigned to this SOW must be knowledgeable of and qualified to perform all the necessary tasks identified. Contractor shall designate Key Personnel to work on this SOW and all individuals so identified will be considered Key Personnel by OIT. If it becomes necessary to replace any Key Personnel, Contractor shall notify OIT, in writing, of a proposed substitution of Key Personnel. This notification will be submitted at as many calendar days in advance of the proposed substitution as is reasonable given the circumstances. All proposed substitutes shall have qualifications equal to, or greater than, the person to be replaced. Unless not possible given the circumstances, Contractor shall identify replacements sufficiently far enough in advance to permit the acceptable replacement to work alongside the person they are replacing in order to facilitate the transition. OIT will evaluate requests for substitution of Key Personnel and promptly notify Contractor in writing, of OIT's approval or disapproval thereof. At the discretion of OIT, an interview with the proposed Key Personnel may be required to verify that the proposed substitute has qualifications equal to, or greater than, the person to be replaced. OIT will notify the Contractor ten (10) days in advance of the proposed substitution date if OIT chooses to conduct an interview to review the qualifications of the proposed individual. This SOW may designate an individual that is critical to the project's success and without whom the State would not have executed the Contract. In the event of such a designation, should OIT determine a substitution for such individual is insufficient, OIT shall have the sole right to terminate the Contract in accordance with §15.

6. ACCEPTANCE CRITERIA

A. Change Order Process

If the scope of Services defined in this **Exhibit A** change at any time during the course of the Project, Contractor and the State will review and adjust the scope and Budget of Services through standard Change Order Process as further detailed in this **Exhibit A**.

B. State Approval of Deliverables

As part of the Project, Deliverables shall be provided to the State for approval and/or acceptance. Delays in State approval/acceptance of Deliverables may result in an extension of the Project timeline and may result in additional services being required.

C. Deliverable Acceptance Process

Deliverables shall be accepted or rejected by the State within five (5) days from the time of Contractor submittal for acceptance. The use or partial use of any Deliverable in production constitutes acceptance of that Deliverable. Feedback supplied after the review period will be evaluated as a potential change of scope and shall follow the Change Order Process. The Deliverable Acceptance Process is described as follows:

i. Submission of Deliverables

The Contract Project manager, or his designee, will prepare a Deliverable Acceptance Form (**Attachment A.1**) and forward with the respective Deliverable to the State Project manager, or State designee, for consideration.

ii. Assessment of Deliverables

The State representative will determine whether the Deliverable meets the requirements as defined in this **Exhibit A** and the appropriate Task Order and that the Deliverable is complete. Additional work on, or changes to, an accepted Deliverable that are requested by the State will be managed through the Change Order Process.

iii. Acceptance / Rejection

After reviewing, the State will either accept the Deliverable (by signing and dating the Deliverable Acceptance Form) or will provide a written reason for rejecting it and will return the Deliverable Acceptance Form to the Contractor team. If feedback from multiple State representatives is received, then the State Project manager, or State designee, will consolidate that feedback before delivering it to the Contractor team.

iv. Correction of Deliverables

Contractor will correct in-scope problems found with the Deliverable and will address the correction of out-of-scope changes according to the Change Order Process. Contractor will submit a schedule for making changes to the Deliverable within five (5) days of receiving a rejected Deliverable Acceptance Form. Once Contractor corrects all previously identified in-scope problems, the Deliverable will be resubmitted for acceptance.

v. Monitoring and Reporting

The Contractor Project team will track Deliverable acceptance. Updates on Deliverable acceptance will be included in the status report and discussed in the status meeting with the State. Deliverable acceptance issues that cannot be resolved will be elevated to the Project Steering Committee, which will be further defined during Project Planning and Management.

vi. Project Planning and Management

The State Project manager will partner with the Contractor Project manager to align the desired Project outcomes, producing key results related to the critical business needs of the State. The State Project manager assists the Contractor Project manager by managing State team member responsibilities as necessary for success in the overall implementation process; however, Contractor leads the Contractor team members and the overall implementation process. This partnership depends upon the State Project manager leading by directing, coaching, and facilitating State team resources. Usually having a background in resource evaluation and staffing, change management, and team building, the State Project manager monitors the progress and completion of Project milestones towards achieving the Project completion date and helps resolve any surprises or concerns that may arise during the implementation. Should the level of required Project Management Services increase, or should there be an extension to the Project duration, additional service can be purchased through the Contractor standard Change Order Process.

D. Project Completion

The Project will be considered complete when any of the following are met:

- i. All of the Deliverables identified within this Exhibit A and the associated Work and Services have been completed, delivered, and accepted, including approved Change Request Forms, by the State;
- ii. The fee provisions of the Contract have been met; or
- iii. The Work is terminated pursuant to the provisions of the Contract.

E. Change Order Process

A change of Project scope and cost could result from an increase or change to Project Deliverables, changes to the State's allocated time, changes to the State's scheduling, technology limitations, or other unknowns that arise during the course of the Project. All changes to the scope of Work and Services included in this Exhibit A and to the cost of the Project shall be initiated by the Contractor Project manager and reflected through the use of an amendment in accordance to §21.H of the Contract.

7. PAYMENTS

Payments shall be made in accordance with the provisions set forth in the Contract and this Exhibit A and are scheduled as follows:

Contract Initial Term (Transition Phase) - CBMS, PEAK and Related Applications FY 2017

Contractor shall invoice the State the following Total Cost during the Transition Phase only:

Deliverable	Time Frame (Days)	Cost	Percentage of Total
Transition Staffing		\$ -	0%
Transition Planning		\$ -	0%
Knowledge Transfer		\$ -	0%
Trial Release		\$ -	0%
Operational Readiness		\$ -	0%
Permanent Office Facility		\$ -	0%
Telecommunications Mgmt		\$ -	0%
Hardware/Software		\$ -	0%
Cut Over Activities		\$ -	0%
TOTAL COST		\$ -	100%

Year 1 Operating Costs (Support and Maintenance) - CBMS, PEAK and Related Applications FY 2018

Contractor shall invoice the State on a monthly basis in arrears an amount equal to one-twelfth of the Total Annual Cost shown in the following table:

Deliverable	Cost	Percentage of Total
Personnel	\$ -	0%
Worksite Facility	\$ 500,000.00	5%
State Work Space	\$ -	0%
CBMS System Operations and Maintenance Costs	\$ 2,314,703.05	25%
- Interface Management and Support	\$ 190,963.00	2%
- Batch Process Maintenance and Support	\$ 387,712.76	4%
PEAK Operations and Maintenance	\$ 390,150.33	4%
Mobile Application Operations and Maintenance	\$ 302,472.19	3%
PEAK Call Center Support	\$ 175,356.29	2%
Production Support	\$ 679,592.71	7%
EDMS Maintenance and Support	\$ 214,794.04	2%
Shared Eligibility System Maintenance and Support	\$ 243,315.56	3%
Application Security	\$ 263,034.44	3%
Reporting and Data Analytics	\$ 302,472.19	3%
Online Help Operations Support and Maintenance	\$ 175,356.29	2%
Lower Environment Maintenance and Operation	\$ 438,390.73	5%
Software Testing	\$ 876,781.46	9%
Quality Assurance and Quality Control	\$ 438,390.73	5%
Risk and Issue Management	\$ 175,356.29	2%
Annual Project Maintenance	\$ 175,356.29	2%
Release Management	\$ 175,356.29	2%
Document Management	\$ 263,034.44	3%
Disaster Recovery and Business Continuity	\$ 175,356.29	2%
Continuous Improvement and Transformation Services	\$ 322,191.06	3%
Other: Security Compliance	\$ 87,678.15	1%
Other: Facility Update/Refresh	\$ -	0%
TOTAL COST	\$ 9,267,814.57	100%

Year 2 Operating Costs (Support and Maintenance) - CBMS, PEAK and Related Applications FY 2019:

Contractor shall invoice the State on a monthly basis in arrears an amount equal to one-twelfth of the Total Annual Cost shown in the following table:

Deliverable	Cost	Percentage of
Personnel	\$ -	0%
Worksite Facility	\$ 500,000.00	5%
State Work Space		0%
CBMS System Operations and Maintenance Costs	\$ 2,326,441.56	25%
- Interface Management and Support	\$ 191,931.43	2%
- Batch Process Maintenance and Support	\$ 389,678.96	4%
PEAK Operations and Maintenance	\$ 392,128.89	4%
Mobile Application Operations and Maintenance	\$ 304,006.11	3%
PEAK Call Center Support	\$ 176,245.57	2%
Production Support	\$ 683,039.12	7%
EDMS Maintenance and Support	\$ 215,883.32	2%
Shared Eligibility System Maintenance and Support	\$ 244,549.48	3%
Application Security	\$ 264,368.36	3%
Reporting and Data Analytics	\$ 304,006.11	3%
Online Help Operations Support and Maintenance	\$ 176,245.57	2%
Lower Environment Maintenance and Operation	\$ 440,613.93	5%
Software Testing	\$ 881,227.86	9%
Quality Assurance and Quality Control	\$ 440,613.93	5%
Risk and Issue Management	\$ 176,245.57	2%
Annual Project Maintenance	\$ 176,245.57	2%
Release Management	\$ 176,245.57	2%
Document Management	\$ 264,368.36	3%
Disaster Recovery and Business Continuity	\$ 176,245.57	2%
Continuous Improvement and Transformation Services	\$ 323,824.98	3%
Other: Security Compliance	\$ 88,122.79	1%
TOTAL COST	\$ 9,312,278.64	100%

Year 3 Operating Costs (Support and Maintenance) - CBMS, PEAK and Related Applications FY 2020

Contractor shall invoice the State on a monthly basis in arrears an amount equal to one-twelfth of the Total Annual Cost shown in the following table:

Deliverable	Cost	Percentage of
Personnel	\$ -	0%
Worksite Facility	\$ 500,000.00	5%
State Work Space		0%
CBMS System Operations and Maintenance Costs	\$ 2,338,238.77	25%
- Interface Management and Support	\$ 192,904.70	2%
- Batch Process Maintenance and Support	\$ 391,654.99	4%
PEAK Operations and Maintenance	\$ 394,117.35	4%
Mobile Application Operations and Maintenance	\$ 305,547.70	3%
PEAK Call Center Support	\$ 177,139.30	2%
Production Support	\$ 686,502.76	7%
EDMS Maintenance and Support	\$ 216,978.05	2%
Shared Eligibility System Maintenance and Support	\$ 245,789.58	3%
Application Security	\$ 265,708.95	3%
Reporting and Data Analytics	\$ 305,547.70	3%
Online Help Operations Support and Maintenance	\$ 177,139.30	2%
Lower Environment Maintenance and Operation	\$ 442,848.25	5%
Software Testing	\$ 885,696.50	9%
Quality Assurance and Quality Control	\$ 442,848.25	5%
Risk and Issue Management	\$ 177,139.30	2%
Annual Project Maintenance	\$ 177,139.30	2%
Release Management	\$ 177,139.30	2%
Document Management	\$ 265,708.95	3%
Disaster Recovery and Business Continuity	\$ 177,139.30	2%
Continuous Improvement and Transformation Services	\$ 325,467.07	3%
Other: Security Compliance	\$ 88,569.65	1%
TOTAL COST	\$ 9,356,965.03	100%

Year 4 Operating Costs (Support and Maintenance) - CBMS, PEAK and Related Applications FY 2021

Contractor shall invoice the State on a monthly basis an amount equal to one-twelfth of the Total Annual Fee shown in the following table:

Deliverable	Cost	Percentage of
Personnel	\$ -	0%
Worksite Facility	\$ 500,000.00	5%
State Work Space		0%
CBMS System Operations and Maintenance Costs	\$ 2,350,094.96	25%
- Interface Management and Support	\$ 193,882.83	2%
- Batch Process Maintenance and Support	\$ 393,640.91	4%
PEAK Operations and Maintenance	\$ 396,115.75	4%
Mobile Application Operations and Maintenance	\$ 307,097.00	3%
PEAK Call Center Support	\$ 178,037.50	2%
Production Support	\$ 562,846.08	6%
EDMS Maintenance and Support	\$ 218,078.25	2%
Shared Eligibility System Maintenance and Support	\$ 247,035.87	3%
Application Security	\$ 267,056.25	3%
Reporting and Data Analytics	\$ 307,097.00	3%
Online Help Operations Support and Maintenance	\$ 178,037.50	2%
Lower Environment Maintenance and Operation	\$ 445,093.74	5%
Software Testing	\$ 890,187.49	9%
Quality Assurance and Quality Control	\$ 445,093.74	5%
Risk and Issue Management	\$ 178,037.50	2%
Annual Project Maintenance	\$ 178,037.50	2%
Release Management	\$ 178,037.50	2%
Document Management	\$ 267,056.25	3%
Disaster Recovery and Business Continuity	\$ 178,037.50	2%
Continuous Improvement and Transformation Services	\$ 199,979.74	2%
Turnover Task Costs (last year of operations contract only)	\$ 254,275.27	3%
Other: Security Compliance	\$ 89,018.75	1%
TOTAL COST	\$ 9,401,874.86	100%

With respect to all pricing and payments in Sections 7 and 9 of this SOW, the State and Contractor agree to the following:

- Hardware/software costs are not included in the pricing herein.
 - As of the Effective Date of this Contract, Contractor uses JIRA to internally manage Help Desk tickets. However, based on OIT direction, existing State tools such as CA Clarity and Service Desk will be able to provide the required functionality, and JIRA will be retired no later than one year following the Effective Date of this Contract.
 - The State will request at least 40,000 hours' worth of enhancements for every major release. This includes onboarding projects in a timely manner that meets milestones defined in the mutually agreed upon release schedule.
 - The State will notify Contractor at least six months in advance if there is any change to the expected number of enhancement hours in any major release or a change in the release schedule that could impact staffing.
 - Should the State choose to remove a deliverable from Contractor's scope of work, this will be executed through a mutually agreed upon change order after an impact analysis has been completed by Contractor.
 - The Operational Costs set forth in this Exhibit A do not include Service Level Payments, which will be separately payable in accordance with Exhibit F.
 - Where necessary, additional clarification will be provided for accurate and timely measurement of SLAs.
- 2 If there is a turnover phase in Year 4 of this Contract to another vendor, Contractor's activities related to Production Support and Continuous Improvement will ramp down during the second half of that year because there will be fewer system enhancements.

8. ADMINISTRATIVE REQUIREMENTS

All receipts and expenditures associated with the Work shall be documented in a detailed and specific manner, and shall accord with the Budget set forth herein. Contractor shall make and maintain accounting and financial books and records documenting its performance under the Contract in a form consistent with good accounting practices.

9. PRICES AND RATES

Fixed Hourly Rate

The following blended Hourly Rate for Professional Services will be used for calculating the Maximum Fixed Price for Professional Services that may be requested by State under this Contract not already defined in the SOW.

Year	Single Hourly Rate
Base Contract Year 1	\$ 123
Base Contract Year 2	\$ 127
Base Contract Year 3	\$ 130
Base Contract Year 4	\$ 134
Option Year 1	\$ 138
Option Year 2	\$ 143
Option Year 3	\$ 147
Option Year 4	\$ 151
Option Year 5	\$ 156

The above rates shall include all fees, costs, and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges, and other expenses. The State does not guarantee the Contractor a minimum number of hours/minimum quantity of goods to be ordered pursuant to this Contract. Prices shall remain fixed through the Contract Term including extensions.

ATTACHMENT A.1 – DELIVERABLE ACCEPTANCE FORM

Submitted to	Submitted by	Submission Date	Acceptance Deadline

In accordance with **Exhibit A**, the Deliverable on this Deliverable Acceptance Form must be reviewed by the State within five (5) days of its submission by the Contractor's Project team, and either accepted or rejected by the State.

Deliverable Submission

Name	
Reference #	
Description	
Acceptance Criteria	
Test Results (only if applicable)	
Comments	

Deliverable Acceptance

Deliverable Acceptance	<input type="checkbox"/> Accept Deliverable <input type="checkbox"/> Reject Deliverable with Reason
Date Reviewed	
Name of Acceptor	
Acceptor Signature	

Conditions for Acceptance (if rejected)

Reason for Rejection	
Conditions for Acceptance	

EXHIBIT B – FORM OF OPTION LETTER

Date: Date	Original Contract CMS # #	Option Letter # #	CMS Routing # #
------------	---------------------------	-------------------	-----------------

- 1) Option to renew only for an additional term.
- 2) In accordance with §5.C of the Contract, CMS# Insert # between the State of Colorado, acting by and through the Governor's Office of Information Technology (the "State" or "OIT"), and Insert Contractor's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert end date at the same prices and rates as specified in the Contract and its Exhibits.
- 3) The effective date of this Option Letter is upon approval of the State Controller.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Governor's Office of Information Technology
Suma Nallapati, Secretary of Technology and State Chief Information
Officer

By: _____
Brenda Berlin, Deputy Chief Information Officer and Chief Financial
Officer

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS § 24-30-202 requires the State Controller to approve all State contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
State Controller Delegate

Date: _____

EXHIBIT C – FORM OF CONTRACTOR NOTIFICATION STATEMENT

**State of Colorado
Contract Management Information
Contractor Notification Statement
Colorado Revised Statutes § 24-102-206(1)(b)**

Notification pursuant to “Keep Jobs in Colorado Act of 2013”

This Notification Statement is NOT required for (1) contracts under Medicare, the “Colorado Medical Assistance Act,” Articles 4 to 6 of Title 25.5, CRS, the “Children’s Basic Health Plan Act,” Article 8 of Title 25.5, CRS, or the “Colorado Indigent Care Program,” Part I of Article 3 of Title 25.5, CRS; or (2) contracts that receive federal funds.

RE: Contract CMS #: _____ **(the “Contract”)**
Contractor Name: _____
Date of Notice: _____

Section 8(C) of the Contract states:

Performance outside the State of Colorado and/or the United States

[Not applicable if Contract Funds include any federal funds] Following the Effective Date, Contractor shall provide written notice to the State, in accordance with §16 and in form substantially equivalent to Exhibit C, within twenty (20) days of the earlier to occur of Contractor’s decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Contractor to provide notice to the State under this §8.C shall constitute a material breach of this Contract.

Pursuant to CRS § 24-102-206(1)(b), this Contractor Notification Statement shall serve as written notice to the State of Colorado (the “State”) Department of Personnel & Administration that the Contractor listed below anticipates services under the above-referenced Contract or any subcontract services may be performed outside the United States or the State during the term of the Contract. Services to be performed outside the United States or the State include:

Performance of such services outside the United States or the State is necessary or advantageous to the State for the following reasons:

Contractor Company Name: _____

Representative Signature: _____

Print Representative Name and Title: _____

EXHIBIT D – CONFIDENTIALITY OF TAXPAYER INFORMATION CERTIFICATION

This **Exhibit D – Confidentiality of Taxpayer Information Certification** is part of that certain contract, CMS # 98342 (“Contract”), by and between Deloitte Consulting LLP (“Contractor”) and the State of Colorado acting by and through the Governor’s Office of Information Technology (“State” or “OIT”). In the event of a conflict or inconsistency between the Contract and its exhibits and attachments, such conflict or inconsistency shall be resolved in the manner specified in §21.I (Order of Precedence) of the main body of the Contract. Any references to defined terms that are not specifically defined herein shall have the same meaning as those set forth in the Contract and its Exhibits.

The State has legal responsibilities to safeguard the confidentiality of taxpayer information obtained and used in the course of this Contract for the State. As a contractor providing services to and for the benefit of the State, Contractor is required to uphold the contractor/vendor requirements as a condition of being allowed access to taxpayer information. These obligations apply to information that is discussed, collected, or maintained verbally, in paper, or in electronic format.

Contractor understands that in the course of its provision of services as a contractor for the State, Contractor’s employees may receive or learn of taxpayer information that is confidential by law. The confidentiality of all taxpayer information provided by the State, or learned in the course of Contractor’s duties as a contractor for the State, shall be maintained at all times in accordance with safeguards set forth under CRS § 39-21-113(4) as amended, 1 CCR 201-1 Regulation 39-21-113(4) as amended, 26 CFR § 6103 and the associated US Treasury Regulations as amended, and IRS Publication 1075. This confidential taxpayer information shall not be disclosed, re-disclosed, distributed, sold, or shared with any third party nor used in any way except as expressly authorized by the State. Information compiled, hosted, and retained on electronic media or in databases for the use of the State shall be secured and adhere to the standards of protection set forth under federal and State safeguards for the protection of electronically-stored taxpayer information.

Disclosure of such confidential taxpayer information may be cause for legal action against Contractor and any involved third party. Contractor shall immediately notify the State of any breach of security resulting in any inadvertent or intentional disclosure of confidential taxpayer information. The State shall not be in any way responsible for defense of any action against Contractor for a disclosure of confidential taxpayer information. No disclosure shall be made by Contractor to a Subcontractor or third party without the express written consent of the State.

Contractor shall not retain any confidential taxpayer information once Contractor has completed legal services under the terms of Contract for the State, and shall return all confidential taxpayer information to the State. Contractor shall return all confidential taxpayer information immediately upon notice and demand from the State.

Contractor hereby acknowledges that it shall remain in compliance with all State and federal laws and the aforementioned terms and conditions pertaining to the protection, security, and confidentiality of taxpayer information provided by the State or learned of in the course of its duties as a contractor for the State.

EXHIBIT E – HIPAA BUSINESS ASSOCIATE ADDENDUM

This **Exhibit E – HIPAA Business Associate Addendum** (“Addendum”) is part of that certain contract, CMS # 98342 (“Contract”), by and between Deloitte Consulting LLP (“Contractor”) and the State of Colorado acting by and through the Governor’s Office of Information Technology (“State” or “OIT”). In the event of a conflict or inconsistency between the Contract and its Exhibits and attachments, such conflict or inconsistency shall be resolved in the manner specified in §21.I (Order of Precedence) of the main body of the Contract. Any references to defined terms that are not specifically defined herein shall have the same meaning as those set forth in the Contract and its Exhibits. For purposes of this Addendum, the State is referred to as “Covered Entity” or “CE” and Contractor is referred to as “Associate.” Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to “the Contract” or “this Contract” include this Addendum.

RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).
 - B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 USC § 1320d-1320d-8 (“HIPAA”) as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”)/HITECH Act (PL 111-005), and its implementing regulations promulgated by the US Department of Health and Human Services, 45 CFR Parts 160, 162, and 164 (the “HIPAA Rules”) and other applicable laws, as amended.
 - C. As part of the HIPAA Rules, the CE is required to enter into a written contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, §§ 160.103, 164.502(e), and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in this Addendum.
- The parties agree as follows:

1. Definitions.

- a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 CFR Parts 160, 162, and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.
- b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- c. “Protected Information” shall mean PHI provided by CE to Associate or created, received, maintained, or transmitted by Associate on CE’s behalf pursuant to the Contract. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment, and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access, and amendment of Associate’s PHI.

- d. "Subcontractor" shall mean a third party to whom Associate delegates a function, activity, or service that involves CE's Protected Information, in order to carry out the responsibilities of the Contract.

2. Obligations of Associate.

- a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in **Attachment E.1** to this Addendum. Associate accepts full responsibility for any governmental penalties incurred by the CE as a result of Associate's breach of the HIPAA Rules.
- b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR § 164.502(j)(1). To the extent that Associate discloses Protected Information to a third-party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within two (2) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.
- c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule at 45 CFR §§ 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Associate shall review, modify, and update the documentation of, its safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.
- d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.
- e. Associate's Rights. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing the same provisions as this Addendum and further identifying CE as a third-party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The agreement between Associate and the Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information.

Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

- f. Access to Protected Information. If Associate maintains Protected Information contained within a Designated Record Set, Associate shall make Protected Information maintained by new Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 CFR § 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.
- g. Amendment of PHI. If Associate maintains Protected Information contained within a Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.
- h. Accounting Rights. If Associate maintains Protected Information contained within a Designated Record Set, Associate and its agents or Subcontractors shall make available to CE within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 CFR § 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.
- i. Governmental Access to Records. Associate shall keep records and make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the US Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's or Associate's compliance with the HIPAA Rules. To the extent permitted by law, Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate's policies, procedures, or practices to determine whether Associate is complying with the HIPAA Rules, and to the extent require by law, permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.
- j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use, and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to 45 CFR §§ 164.502(b) and 164.514(d).
- k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to Protected Information.

- I. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.
- m. Associate's Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
- n. Notice of Privacy Practices. Associate shall be responsible for reviewing CE's Notice of Privacy Practices, available on CE's external website, to determine any requirements applicable to Associate per this Contract.
- o. Notification of Breach. During the term of this Contract, Associate shall notify CE within two (2) business days of becoming aware of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired, or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- p. Audits, Inspection, and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the books, records, agreements, policies, and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's books, records, agreements, policies, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract. Such audit and inspection rights shall not extend to Associate's software, hardware (including laptops or other devices), work papers or any access to Associate information/computer systems.
- q. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPPA Rules applicable to Associate in its performance of its services pursuant to the Contract.
- r. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 CFR § 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an

alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

- a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR § 164.522.

4. Termination.

- a. Material Breach. In addition to any other provisions on the Contract regarding breach, a breach by Associate of any provision of this Addendum shall constitute a material breach of this Contract and shall provide grounds for termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:
 - (1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.
 - (2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.
 - (3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract Price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third-party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.
 - (4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.
- b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if

feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is convicted as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d), and 2(e) of this Addendum to such Protected Information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

(3)

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq. or the Federal Tort Claims Act, 28 USC § 2671 et seq. as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be applicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract or the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors may, at CE's expense, examine Associate's procedures, and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

- a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability, and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days' written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.
- b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees, or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of thirty (30) hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, except where Associate or its Subcontractor, employee, or agent is a named adverse party.

12. No Third-Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") and Section 12 ("No Third-Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

- a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.
- b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or

registered mail to the representatives at the addresses set forth below.

State/Covered Entity Representative

Name: _____

Title: _____

Department and Division: _____ Address: _____

Contractor/Business Associate Representative

Name: Sanjay Shah

Title: Principle

Department and Division: Deloitte Consulting, LLC Address: _____

ATTACHMENT E.1 – HIPAA BAA ATTACHMENT

This **Attachment E.1 – HIPAA BAA Attachment** is part of that certain contract, CMS # 98342 (“Contract”), by and between Deloitte Consulting LLP (“Contractor”) and the State of Colorado acting by and through the Governor’s Office of Information Technology (“State” or “OIT”). In the event of a conflict or inconsistency between the Contract and its Exhibits and attachments, such conflict or inconsistency shall be resolved in the manner specified in §21.I (Order of Precedence) of the main body of the Contract. Any references to defined terms that are not specifically defined herein shall have the same meaning as those set forth in the Contract and its Exhibits.

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract, and is effective as of the Effective Date of the Contract (the “Attachment Effective Date”). This Attachment may be amended from time to time as provided in § 10(b) of the Addendum.

1. **Additional Permitted Uses.** In addition to those purposes set forth in § 2(a) of the Addendum, Associate may use Protected Information as follows: _____

2. **Additional Permitted Disclosures.** In addition to those purposes set forth in § 2(b) of the Addendum, Associate may disclose Protected Information as follows: _____

3. **Subcontractor(s).** The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract: _____

4. **Receipt.** Associate’s receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate’s obligations under the Addendum shall commence with respect to such PHI upon such receipt: _____

5. **Additional Restrictions on Use of Data.** CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: _____

Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]

EXHIBIT F – SERVICE LEVEL AGREEMENTS

1. Service Level Agreements

1. Service Level Agreement Structure

The following service levels are agreed by the parties as of the effective date of this Contract. Any changes to the service levels (including resulting from Section 2 below) will be negotiated and included in a written amendment to the Contract.

If the contractor achieves all of the service levels in a given month, the State shall pay the contractor a Service Level Payment. If the contractor does not achieve all service levels, the Service Level Payment will be withheld and not paid to the contractor until the contractor develops and implements a corrective action plan for the failed service levels, and then successfully achieves such service levels in a future reporting period, not to exceed 3-months. The contractor will forfeit the applicable Service Level Payment if the contractor fails to successfully implement the corrective action plan and achieve the failed service level within 3-months, as set forth in the preceding sentence. The “Service Level Payment” is \$80,000 per month, for a maximum of \$960,000 annually.

Notwithstanding the foregoing, the Contractor will receive the entire Service Level Payment and not have to develop and implement a corrective action plan, if the performance failure was beyond the control and without the fault or negligence of the contractor. Such circumstances shall include but not be limited to:

- The availability and performance of State provided and third party provided hardware, software, and infrastructure including, but not limited to, the State network.
- Any pre-existing condition in the CBMS system as it existed prior to the initiation of the Operations Phase
- Malicious code introduced to the System by non-Contractor personnel
- The availability and performance of Third Party software that fails to meet the warranty requirements and
- A force majeure condition

2. Periodic Reviews

During the first six (6) months of Operations, the State and Contractor will review all SLAs to determine whether new metrics are required or existing metrics need to be revised. After this initial review, each SLA will be reviewed on a periodic basis to determine if the defined service level is appropriate. Either the State or the Contractor may call for a SLA review if service levels for any SLA are no longer appropriate, if SLA's need to be added, or if there are changes to the application or infrastructure that will impact the existing metrics.

The State shall measure performance by the Contractor against each SLA. On a monthly basis, no later than 7th business day of the month for the prior month, Contractor shall provide the State with a written detailed incident report, that covers all occurrences where an SLA is not met, which describes: 1) the missed SLA; 2) the specific cause of the problem; 3) the solution; and, 4) how the Contractor will avoid missing the SLA in the future. Upon delivery of the incident report, the State may request a meeting to further discuss issues related to the report.

3. Service Levels

A Service Level Agreement (SLA) is an aspect of performance for which an Acceptable Service Level (ASL) is explicitly defined. The State and Contractor will review SLA's and will agree to create new SLA's regarding PEAK, PEAKPro, EDMS, and any other related systems or applications that are under the management of the Contractor. SLA's will be created as a part of the development of any new technologies under the management of the Contractor. The Service Level Agreements for Colorado

Benefits Management System (CBMS) are listed below by category.

Service Level Agreement	Included in SLA Payment
VersionControlServiceLevels	X
Component Licensing Compliance	X
CyberSecurity Compliance	X
Build Implementation Quality	X
Architectural Integrity	X
Document Management	X
System Monitoring	X
End-user Performance Levels	X
Uptime and Response Time Metrics	X
OnlineTransactionProcessing(OLTP)Uptime	X
Decision Support System(DSS)Uptime	X
OLTP Response Time	X
Common Business Process(CBP)Service Response Time	X
EDBC Service Response Time	X
Build Schedule Implementation Timeline	X
Backup and Report Job Metrics	X
Backup Completion & Server Data Retention	X
DSSReportJobs	X
Month-End Issuance Processing Batch Jobs	X
Production Batch Jobs	X
End-User Support Metrics	X
First Contact Resolution Rate	X
Call Waiting Time	X
Call Abandonment Rate	X
Help Desk Ticket Resolution Rate	X

4. Service Levels

4.1. Latest Release Versions

Definition: All software and operating systems are at latest release versions unless otherwise approved by OIT, including patches and other updates, as identified by either the Technical Architectural Audit or by State-specified standards. This applies to all contractor-managed CBMS architectural components including applications, databases, desktop and server platform operating systems, desktop applications, and utility and System administration applications.

1. Acceptable Service Levels (ASL)

- a. If mutually agreed upon, all software and operating system versions issues are corrected and are compliant within 60 days of the Architectural Technical Audit.
- b. If mutually agreed upon, all software and operating System versions are corrected and are compliant within 60 days of being identified as a standard by the State.

- c. A monthly report on any updates to the technical architecture, including patches, version upgrades, and changes to application configurations, is provided to the State.

2. Reporting Method and Calculations

- a. The State and the Contractor shall first inventory and agree to the standards for all System components. The Contractor shall have a mutually agreed upon timeframe after the inventory is complete to ensure these standards are implemented across the architecture.
- b. The Technical Architectural Audit will be conducted annually by the State and will identify any variance to OIT technical standards. The Contractor shall have a mutually agreed upon timeframe from the date of the audit to correct variances.

3. Exceptions

- a. The ASL is voided if the State is unable to approve or fund version upgrades or approvals within 90 days of identification.

4.2. Component Licensing Compliance

Definition: Coordinate reporting on all hardware, software and operating Systems licenses and certificates around whether they are compliant and in good standing. This applies to all CBMS architectural components including applications, databases, desktop and server platform operating Systems, county and desktop applications, hardware, and utility and System administration applications.

1. Acceptable Service Levels (ASL)

- a. Coordinate reporting on whether all licenses for any CBMS component are current and in good standing with the service provider or vendor.
- b. Contractor provides a monthly update on all licensing activity, including 120 day notice to the State of expiring licenses.

2. Reporting Method and Calculations

- a. Producing a report which identifies that a license is out of compliance.
- b. The Technical Architectural Audit will be conducted annually by the State and will identify any licensing compliance issues.

3. Exceptions

- a. The ASL is voided if the State is unable to approve or fund licensing approval; approve implementation plan or funding within 90 days of the request by the Contractor.

4.3. Cyber Security Compliance

Definition: All contractor-managed CBMS architectural components meet OIT Cyber Security standards and requirements; including patches and other updates, as identified by either the Cyber Security Audit or by State-specified (OIT OSC) standards. This applies to including applications, databases, desktop and server platform operating Systems, desktop applications, and utility and System administration applications.

1. Acceptable Service Levels (ASL)

- a. All architectural components that are source code related OR that are mutually agreed upon are compliant within 90 days of the Cyber Security Audit.
- b. All architectural components that are source code related OR that are mutually agreed upon are corrected and are compliant within 90 days of being identified as a standard by the State.

2. Reporting Method and Calculations

- a. The State and the Contractors shall first inventory and agree to the Cyber Security standards for all System components. The Contractor shall have 90 days from the date the inventory is complete to ensure these standards are implemented across the architecture.
- b. The Cyber Security Audit will be conducted annually by the State and will identify any variance to these agreed standards. The Contractor shall have 90 days from the date of the audit to correct variances.

3. Exceptions

- a. None

4.4. Build Implementation Quality

Definition: Production builds (including System enhancements and modifications) fully meet agreed upon quality metrics. Every build will have established quality metrics approved as part of the requirements / design stages before development. The State and Contractor shall agree upon these metrics on expected reported defects from the State, county, and other end-users. This SLA has incentives for the vendor to deliver high quality production builds.

1. Acceptable Service Levels (ASL)

- a. The ASL for each build is determined and agreed upon before application development is started by the Contractor. The ASL must outline acceptable defect counts by severity for the build. There are two stages for this ASL.
 - i. UAT. The ASL must outline acceptable defect counts by severity for the State User Acceptance Testing.
 - ii. Production. The ASL must outline acceptable defect counts by severity for production release (help desk tickets reported to the State after the build).

2. Reporting Method and Calculations

- a. UAT: Defects by severity will be reported by the State UAT team.
- b. Production: Defects by severity will be reported through the help desk operation.

3. Exceptions

- a. None

4.5. Project Implementation Quality

Definition: Production builds (including System enhancements and modifications) do not cause Priority 1 (High Priority) defects in existing code or production batch jobs, which may not be identified until post-implementation of the production build.

1. Acceptable Service Levels (ASL)

- a. Contractor performs impact analysis to determine for a project in a production build will have an unforeseen impact to the performance of the System, and to the determination of eligibility and payments calculated by the system.
- b. Projects implemented during a production build generate the correct eligibility determination for clients and payments to clients, and the implementation of the code did not negatively impact the eligibility determination or payments to clients for programs not directly impacted by the project.
- c. Defects are corrected as quickly as feasible, as mutually agreed by the Contractor and State. The plan to correct defects is provided to the State on a monthly basis.

2. Reporting Method and Calculations

The Contractor will provide a monthly report of defects caused by production builds, which includes those reported by the State and Contractor. The monthly report will include the date when the defect is expected to be corrected.

4.6. Architectural Integrity

Definition: Production builds do not impact or result in performance issues or operational conflicts within or between architectural components. Production builds are tested to ensure all architectural components are not inadvertently impacted by application releases, upgrades, or changes to System configuration. This SLA is designed to ensure the Contractor is ensuring architectural integrity. Architectural components and versions support application builds.

Architectural components are defined as applications, operating Systems, services, hardware components, and System administration utilities that form the CBMS technical architecture.

1. Acceptable Service Levels (ASL)

- a. There are no measurable performance impacts to the end-user or defects reported due to a change, configuration, version, capacity or other operational conflicts with or between one or more architectural components. The Contractor has 48 hours to correct the architectural issue from the time it is reported.

2. Reporting Method and Calculations

- a. Defects and performance issues that are due to architectural integrity conflicts or changes that are made to the system are reported through the help desk or other user support channels.

3. Exceptions

- a. None

4.7. Document Management

Definition: All CBMS documentation shall reflect the current architectural state of the System and will be reviewed annually by the State.

1. Acceptable Service Levels (ASL)

- a. All System related documentation including architecture and configuration, build notes, System enhancement specifications, test documentation, and all other CBMS documentation is current within 30 days and available in the CCM.
- b. The CCM is operational during normal business hours.

2. Reporting Method and Calculations

- a. The State shall assess the comprehension and currency of documentation. The Contractor will have 30 days to correct any gaps identified in documentation.
- b. The Contractor will provide a monthly report of any outages with the document management repository. The Contractor will provide a corrective action plan to avoid repetitive outages based upon the same root cause.

3. Exceptions

- a. The Contractor shall not be liable for the currency of documentation that is the responsibility of the State.

4.8. System Monitoring

Definition: The Contractor shall coordinate end-to-end System monitoring for the State to ensure all System components are operating at agreed upon performance levels. The Contractor and the State will mutually agree on the definition of the scope of monitoring as it relates to end-to-end services. The Contractor shall provide a weekly and monthly report on monitoring which includes mutually agreed upon System (application and database servers) and network components. This will include coordinating other State designated vendors, which provide services to CBMS.

1. Acceptable Service Levels (ASL)

- a. A weekly and monthly monitoring report that provides data on the end-to-end System performance.

2. Reporting Method and Calculations

- a. A weekly monitoring report shall be provided by 5 pm every Monday reporting for the previous week.
- b. A monthly monitoring report shall be provided by 5 pm on the first business day of the month following the reporting period.

3. Exceptions

- a. None

4.9. End-user Performance Levels

Definition: End-user (county and State users) System performance meets the following performance specifications as outlined in the ASL below. This service level is designed to ensure application performance is acceptable for performing critical business transactions.

1. Acceptable Service Levels (ASL)

- a. Client application page (screen) load rates. Client application page load time as perceived by the end-user within the county or State network. In particular the time it takes the screen to refresh (moving from one screen to another) shall be no more than 4 seconds for 85% of the transactions that are not defined as exception transactions.
- b. Client application end-user performance. Client application response time in System respond to user inputs (navigating from field-to-field) through the traditional client screen. In particular the time it takes the screen to respond shall be no more than 2 seconds for 85% of the transactions.
- c. Web application page (screen) load rates. Page load time through a standard web browser page load time as perceived by the end-user within the county or State network. In particular the time it takes the screen to refresh (moving from one screen to another) shall be no more than 4 seconds for 85% of the transactions that are not defined as exception transactions.
- d. Web application end-user performance. Web client application response time in System respond to user inputs (navigating from field-to-field) through the traditional web browser. In particular the time it takes the screen to respond shall be no more than 2 seconds for 85% of all user inputs.

2. Reporting Method and Calculations

- a. End-user performance is measured and reported weekly and monthly through end-to-end System monitoring.

3. Exceptions

- a. The following shall be excluded from enforcing this ASL:

- i. County or State network performance OR connectivity issues that are beyond the control of the Contractor
 - ii. Desktop Systems or any other devices not under the managed domain of the Contractor.
 - iii. Production Systems and infrastructure not under the managed domain of the Contractor.
- b. Contractor must submit documentation in support of any claimed exemption for State review and approval.

5. Uptime and Response Time Metrics

5.1. OLTP Uptime

Definition: Percentage of possible uptime in a month that the OLTP system is available to the users.

Scope: OLTP comprises the Oracle database for OLTP. Planned outages (e.g. for system maintenance) do not count as downtime.

1. **Acceptable Service Level:**
 - a. Business Operations Window: Downtime less than or equal to 60 minutes/month
 - b. Non-Business Operations Window: N.A.
2. **Reporting Method and Calculations:**
 - a. Minutes (During the Business Operations Window execute a predefined simple transaction once every five minutes which logs successful execution with a date/time stamp. Downtime starts when there is a failed transaction and ends on the next successful transaction.)
 - b. Each report will contain the following information:
 - Daily accounting of downtime minutes during the Business Operations Window.
 - A total accounting of downtime minutes per month during the Business Operations Window.
 - List of all Help Desk tickets recording OLTP Business Operations Window downtime.

5.2. DSS Uptime

Definition: Percentage of possible uptime in a month that the DSS is available.

Scope: DSS comprises COGNOS and the Oracle database for DSS. This metric applies only during the Business Operations Window. Planned outages (e.g. for system maintenance) do not count as downtime.

1. **Acceptable Service Level:**
 - a. Production - Business Operations Window: Downtime less than or equal to 90 minutes/month (99.5%)
 - b. Non-Business Operations Window: N.A.
2. **Unit of Measurement:**
 - a. Minutes (During the Business Operations Window execute a predefined simple report once every five minutes during the business day. COGNOS logs successful execution with a date/time stamp. Downtime starts when there is a failed transaction and ends on the next successful transaction.)
 - b. Each report will contain the following information:
 - Daily accounting of downtime minutes during the Business Operations Window.
 - A total accounting of downtime minutes per month during the Business Operations Window.
 - List of all Help Desk tickets recording OLTP Business Operations Window downtime.

5.3. OLTP Response Time

Definition: The response time for user transactions from within the OLTP system excluding system transactions such as third-party interface transactions (Broker and internet based services), CBP services and EDBC services.

Scope: The metric measures OLTP transactions on Contractor-controlled resources (excludes the State network and the user's microcomputer).

1. Acceptable Service Level:

- a. Business Operations Window: 90% of all transactions within 3 seconds and 98% of all transactions within 8 seconds
- b. Non-Business Operations Window: N.A.

2. Unit of Measurement:

- a. Seconds (During the Business Operations Window all OLTP transaction response times will be logged and averages calculated for the month.)
- b. Each report will contain the following information:
 - Total number of OLTP transactions during Business Operations Window
 - Percentage of transactions during the Business Operations Window with response times within the specified range
 - Total number of OLTP transactions/month

5.4. EDBC Service Response Time

Definition: The response time for end-user initiated EDBC services from within the OLTP system.

Scope: EDBC services on Contractor-controlled resources (excludes the State Network and user's microcomputer.)

1. Acceptable Service Level:

- a. Business Operations Window: 90% of all transactions within 3 minutes and 98% of all transactions within 6 minutes.
- b. Non-Business Operations Window: N.A.

2. Unit of Measurement:

- a. Minutes (During the Business Operations Window all EDBC transaction response times will be logged and averages calculated for the month.)

5.5. Build Schedule Implementation Timeline

Definition: Build Implementation occurs per Build Schedule

Scope: The Contractor and the State will determine a mutually agreed upon Build Schedule Implementation date. Late implementations will be based on the number of days following the agreed upon implementation date.

1. Acceptable Service Level:

- a. Production Build Implementation Schedule: 100% on-time implementation of all scheduled builds.

2. Reporting Method and Calculations:

- a. **Unit of Measurement:** Number of days that a Build was late for implementation.

Each report will contain the following information: Number of days late of the scheduled build implementations.

6. Backup and Report Job Metrics

6.1. Backup Completion & Server Data Retention

Definition: Frequency and retention of data backups

Scope: Normal Backups:

- Daily: 2 weeks
- Weekly: 2 months
- Monthly: 13 months
- Quarterly: 5 quarters
- Annual: 2 years
- Offsite Disaster Recovery backups: 2 daily, 1 weekly, 1 monthly, 1 quarterly, 1 annually, Both OLTP and DSS are backed up.

1. Acceptable Service Level:

- a. At least 95% of all jobs/month run within the Non-Business Operations Window. 100% of all jobs/month completed prior to next Non-Business Operations Window.

2. Unit of Measurement: Number of successful jobs divided by total jobs.

- a. Information will be taken from Digital Tape Library logs. Information will be reported for every Business day with monthly totals where appropriate. The report includes;

- Record of backup jobs performed
- Total number of backup jobs
- List of unsuccessful backup jobs
- Total number of unsuccessful backup jobs
- List of tapes used
- Expiration date of each tape
- List of active backup tapes from previous months.

A copy of this report will be stored at the offsite location where backups are stored.

6.2. DSS Report Jobs

Definition: DSS report jobs in a month

Scope: DSS report jobs are written, maintained and scheduled by the Contractor. User-written, ad-hoc queries and reports are not covered by this metric.

1. Acceptable Service Level:

- a. Each report has a designated day that it is scheduled to run. At least 95% of all jobs/month run within the Non-Business Operations Window and on the day it is scheduled to run. 100% of all jobs/month will be completed prior to the next Non-Business Operations Window.

2. Unit of Measurement:

- a. Number of successful jobs divided by total jobs. Each report will contain the following information:
 - Total number of DSS jobs/Business Day
 - Number of successful DSS jobs
 - Number of unsuccessful jobs
 - Total number of DSS jobs/month
 - Listing of unsuccessful jobs.

6.3. Month-End Issuance Processing Batch Jobs

Definition: Month-end batch jobs required to issue benefits

Scope: Month-end issuance processing batch jobs (a subset of production batch jobs)

1. **Acceptable Service Level:**
 - a. **Production:** 100% of all monthly issuance jobs completed by the deadline of the monthly batch issuance schedule.
2. **Unit of Measurement:**
 - a. Number of successful jobs divided by total jobs. The report includes:
 - Record of month-end issuance batch jobs by name, with information on the date, time, and completion status of each job.
 - Total number of month-end issuance batch jobs for the month.
 - Total number of unsuccessful batch jobs for the month.

6.4. Production Batch Jobs

Definition: Batch jobs run in support of the OLTP system

Scope: All batch jobs, excluding DSS reports, month-end issuance jobs, and backups.

1. **Acceptable Service Level:**

Production: At least 95% of all jobs/month run within the Non-Business Operations Window. 100% of all jobs month completed prior to next Non-Business Operations Window.
2. **Unit of Measurement:** Number of successful jobs divided by total jobs. The report includes:
 - Daily record of production batch jobs by name, with information on the date, time, and completion status of each job.
 - Total number of production batch jobs for the month
 - Total number of unsuccessful batch jobs for the month.

7. End-User Support Metrics

7.1. Incident Ticket Resolution

Definition: The percentage of tickets at each priority level that are resolved within the target time specified for each level.

Scope: All tickets

1. Acceptable Service Level:

Priority 1: 98% of tickets will be resolved within 4 hours* of receipt.

Priority 2: 98% of tickets will be resolved within 3 days* of receipt.

Priority 3: 90% of tickets will be resolved within 14 calendar days of receipt.

Priority 4: 90% of tickets will be resolved within 45 calendar days of receipt.

Priority 5: 95% of tickets will be resolved within 90 calendar days of receipt.

*For Priority 1 the ticket originator (or a person with equal knowledge of the reported problem) must be available during the 4 hour resolution timeframe to provide assistance, including providing additional information and verification of resolution, if required, during the resolution period. Should the originator be unavailable, and their unavailability prevents continuing the effort of resolution, the ticket will be considered for a reduction in priority to the next lower priority, and the resolution timeframe shall not apply during such unavailability.

*Priority 4 and 5 tickets - Before prioritizing a ticket to a 4 or 5, the following must be completed:

- The incident must be prioritized as a priority 3
- The incident has been troubleshooted with Tier II, Tier III and developers within the 14 days of a Priority 3
- After determining that the ticket can be moved to a Priority 4 or 5, the following will occur:
 - Change the Priority
 - Notify the End User
 - Update the ticket on what the fix needs to be
 - Update the release date field in the ticket with the implementation date.

2. Unit of Measurement:

- a. Percentage of total tickets at each priority

Start: Contractor's receipt of transferred ticket from the State Help Desk.

End: Ticket is resolved.

The report categorizes data by priority level. It does not aggregate the separate levels to provide overall figures. The report includes:

- The total number of tickets that are assigned to the CBMS Support groups at each priority level
- The date and time each ticket is assigned
- The date and time each ticket is resolved
- The percentage of tickets at each priority level that are resolved within the specified time frame.